



AGENDA
Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, January 28, 2025, 10:30 AM

1. CALL TO ORDER

2. INVOCATION

Keith Myrick, Public Safety Chaplain

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. STATEMENT OF RULES BY COUNCIL PRESIDENT

6. APPROVAL OF MINUTES

January 14, 2025

7. COMMUNICATIONS FROM THE MAYOR

8. MONTHLY FINANCE REPORTS

9. ADOPTION OF THE AGENDA

10. APPEALS

Request of the Senior Bowl for a waiver of the Noise Ordinance in Cathedral Square on January 31, 2025, from 6:00 p.m. - 10:00 p.m. (District 2).

Request of Jenny Beam Klein for a waiver of the Noise Ordinance in Washington Square on March 22, 2025, from 5:00 p.m. - 5:30 p.m. (District 2).

Request of O'Daly's Irish Pub for a waiver of the Noise Ordinance at 564 Dauphin Street on February 1, 2025, from 6:00 p.m. - 1:00 a.m. (District 2).

11. PUBLIC HEARINGS

Public hearing to declare the structure at 325 E I-65 Service Road South a public nuisance and order it demolished/secured (District 5).

Public hearing to fix costs for demolition of the structure at 2257 Clinton Street; \$2,715.00 (District 1).

Public hearing to fix costs for demolition of the structure at 1312 Jessie Street; \$2,525.00 (District 1).

Public hearing to fix costs for demolition of the structure at 1306 Congress Street; \$3,000.00 (District 2).

Public hearing to fix costs for demolition of the structure at 727 Florida Street Ext.; \$3,238.00 (District 2).

Public hearing to fix costs for demolition of the structure at 550 Williams Street; \$3,238.00 (District 2).

Public hearing to fix costs for demolition of the structure at 1160 Arlington Street; \$3,700.00 (District 3).

Public hearing to fix costs for demolition of the structure at 2154 Grove Court; \$1,974.00 (District 3).

Public hearing to fix costs for demolition of the structure at 3154 Riverside Drive; \$2,500.00 (District 3).

Public hearing to fix costs for demolition of the structure at 7217 Third Street; \$1,400.00 (District 3).

Public hearing to fix costs for demolition of the structure at 7151 13th Street;

\$2,700.00 (District 7).

12. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Derek Boulware - provide information about the annual Point-In-Time Count, Housing First, Inc., and Project Homeless Connect.

Kirven Lang - questions and concerns regarding Mardi Gras safety on parade route D for Lundi Gras.

Apostle Valenia Green - provide an answer to the Administration's response to her comments about nepotism and abuse of power.

Reggie Hill - Section 2-62 of the City Code, public safety, Civic Center, budgeting, and abuse of power.

Melissa Gates - transparency related to YouTube livestreaming of meetings, respect of citizens addressing the Council, and abuse of power.

13. ORDINANCES HELD OVER

64-001 Consider rezoning property located at 5301 Moffett Road from B-2 to B-3 (sponsored by Councilmember Gregory).

64-002 Consider the modification of a previously approved Planned Unit Development for property located at 6301 Grelot Road (sponsored by Councilmember Woods).

14. CONSENT RESOLUTIONS HELD OVER

40-1118 Declare the structure at 4350 Moffett Road a public nuisance and order it demolished/secured (sponsored by Councilmember Penn).

58-048 Authorize removal of weeds, Group #1662.

15. RESOLUTIONS HELD OVER

01-057 Authorize agreement with Alabama Department of Transportation for traffic management and signal operations for traffic signals in the Mobile MPO Urban Area (sponsored by Mayor Stimpson) (submitted by Jennifer White, Traffic Engineering Dept.).

08-058 Approve purchase order to Callyo 2009 Corp. for annual renewal of investigation software for MPD; \$17,556.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-060 Authorize contract with Pot-O-Gold Rentals, LLC for Mardi Gras portable toilets; \$74,515.00 (sponsored by Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

25-061 Accept an easement for recreational purpose for Segment 2 of the Three Mile Creek Greenway Trail Project (sponsored by Councilmember Gregory and Mayor Stimpson) (submitted by Carleen Stout-Clark, REAM Dept. and Jennifer Greene, Programs and Project Mgmt.).

47-062 Waive fee for vacation of an alley adjacent to property located at Dauphin Heights and Upham Street (sponsored by Councilmember Penn).

50-063 Exempt all proceeds from the sales and use of hearing instruments from the City's Sales and Use Tax in conformity with Alabama Code Section 40-23-4(a)(55) (sponsored by Councilmember Reynolds) (submitted by Paul Carbo, City Council Attorney).

60-064 Authorize Settlement Agreement and Release of Claims; Shaikh (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

16. ORDINANCES BEING INTRODUCED

65-003 Fix the mayor's annual salary (sponsored by Councilmembers Daves & Woods, and Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

34-004 Ordinance to Amend Article VI of Chapter 34, "Lodging Tax", of the Code of the City of Mobile (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

17. CONSENT RESOLUTIONS BEING INTRODUCED

31-068 Authorize the Mayor to apply, accept, and receive a grant from the U.S. Department of Transportation in support of the PROTECT Grant Program; \$500,000.00 (no local match) (sponsored by Mayor Stimpson) (submitted by Lance Slater, Office of Resilience).

40-069 Declare the structure at 325 E I-65 Service Road South a public nuisance and order it demolished/secured (sponsored by Councilmember Daves).

40-070 Fix costs for demolition of the structure at 2257 Clinton Street (sponsored by Councilmember Penn).

40-071 Fix costs for demolition of the structure at 1312 Jessie Street (sponsored by Councilmember Penn).

40-072 Fix costs for demolition of the structure at 1306 Congress Street (sponsored by Councilmember Carroll).

40-073 Fix costs for demolition of the structure at 727 Florida Street Ext. (sponsored by Councilmember Carroll).

40-074 Fix costs for demolition of the structure at 550 Williams Street (sponsored by Councilmember Carroll).

40-075 Fix costs for demolition of the structure at 1160 Arlington Street (sponsored by Councilmember Small).

40-076 Fix costs for demolition of the structure at 2154 Grove Court (sponsored by Councilmember Small).

40-077 Fix costs for demolition of the structure at 3154 Riverside Drive (sponsored by Councilmember Small).

40-078 Fix costs for demolition of the structure at 7217 Third Street (sponsored by Councilmember Small).

40-079 Fix costs for demolition of the structure at 7151 13th Street (sponsored by Councilmember Gregory).

60-080 Approve award of special bonus to the Firefighter of the Month; Johnson (sponsored by Mayor Stimpson) (submitted by Chief Johnny Morris, MFRD).

60-081 Approve award of special bonus to the Officer of the Month; Weaver (sponsored by Mayor Stimpson) (submitted by Chief William Jackson, MPD).

60-082 Approve award of special bonus to the Administrative Services Employee of the Month; Bryars (sponsored by Mayor Stimpson) (submitted by Joseph Snowden, Administrative Services).

37-106 Recommend approval to the ABC Board for issuance of a Restaurant Retail Liquor License to Grand Bistro; 69 Saint Michael St. (sponsored by Councilmember

Carroll).

18. CIP RESOLUTIONS BEING INTRODUCED

08-083 Approve purchase order to TRP Construction Group for roadway thermal striping for Traffic Engineering; \$1,187,927.91 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-084 Authorize contract with Clean Earth of Alabama, Inc. for household hazardous waste collection event; \$160,000.00 (sponsored by Councilmembers Penn, Carroll, Small, Reynolds, Daves, Woods, & Gregory, and Mayor Stimpson) (submitted by Rosemary Ginn, Engineering, Dept.).

19. RESOLUTIONS BEING INTRODUCED

01-085 Authorize agreement with CSX Transportation for surface and signals at Shipyard Road; \$47,500.00 (sponsored by Mayor Stimpson) (submitted by Nick Amberger, Infrastructure and Engineering).

01-086 Authorize agreement with Global Spectrum, L.P., d/b/a, OVG 360, to manage the New Mobile Arena (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Ricardo Woods, City Attorney, and Carleen Stout-Clark, REAM Dept.).

01-087 Authorize Letter of Agreement with National Maritime Museum of the Gulf (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

08-088 Approve purchase order to CivicPlus, Inc. for annual subscription of agenda management software; \$21,316.05 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-089 Approve purchase order to Sansom Equipment Co., Inc. for garbage truck for Parks & Rec.; \$167,970.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-090 Approve purchase order to Elberta Farmers Co-op for fence panels for MPD Mounted Unit; \$18,320.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-091 Approve purchase order to Emergency Equipment Professional, Inc. for aerial ladder truck for MFRD; \$1,747,520.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-092 Authorize contract with Goram Air Conditioning Company, Inc. for HVAC upgrades at the Cruise Terminal; \$99,700.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

31-093 Authorize ADECA CDBG local recovery plan budget categories; \$53,149,037.00 (sponsored by Mayor Stimpson) (submitted by James Roberts, Neighborhood Development).

31-094 Authorize the Mayor to apply, accept, and receive a grant from the U.S. Department of Transportation for the PROTECT Grant Program for Broad Street project; \$15,000,000.00 (20% local match requirement up to \$3,000,000.00) (sponsored by Mayor Stimpson) (submitted by Lance Slater, Office of Resilience).

31-095 Authorize a Community Project Funding Grant from HUD that establishes the Senator Richard Shelby Downtown Economic Development Revolving Loan Fund; \$50,000,000.00 (sponsored by Mayor Stimpson) (submitted by James Roberts, Neighborhood Development).

60-096 Authorize Settlement Agreement and Release of Claims; Bibb Estate (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-097 Authorize Settlement Agreement and Release of Claims; 1220 Exhibits, Inc. (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-098 Authorize Settlement Agreement and Release of Claims; Misc. Bank Group (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-099 Authorize Settlement Agreement and Release of Claims; Hancock Whitney Bank (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-100 Authorize Settlement Agreement and Release of Claims; Radcliff Contractors, Inc. (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-101 Authorize Settlement Agreement and Release of Claims; Gwins Commerical Printing (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-102 Authorize Settlement Agreement and Release of Claims; Felder Services, LLC (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-103 Authorize Settlement Agreement and Release of Claims; Monadock Media, Inc. (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

01-107 Authorize Intergovernmental Agreement with Mobile County Commission for a pre-trial ankle monitoring program (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

20. CALL FOR PUBLIC HEARING

41-104 Call for public hearing to consider vacation of a City right-of-way located on the west side of Knollwood Drive just north of Medical Park Drive (scheduled for March 5, 2025) (District 4).

41-105 Call for public hearing to determine if the Mobile Tourism Improvement District should be continued, modified, or terminated (scheduled for February 4, 2025) (District 2).

21. ANNOUNCEMENTS



APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

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

Name of Applicant: Molly Middleton

PLEASE PRINT ALL INFORMATION

Home Phone Number: n/a Cell Number: 251-259-2559

Organization (if applicable) Senior Bowl

Mailing Address of Applicant 151 Dauphin St. Mobile, AL 36602

Telephone No. 251-438-2276 E-mail address mmiddleton@seniorbowl.com

Location or address of event where amplification will be used:

Downtown Mobile: Church/Royal --> Cathedral Square

Date of Event: 1/31/2025 Starting Time: 6 p.m. Ending Time 10 p.m.

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

Type of Event: Parade and Concert

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

Music containing obscene language or profanity is prohibited

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

P. O. Box 1827 Mobile, AL 36633

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

Or e-mail to: cityclerk@cityofmobile.org



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: Hoeb-Nunes Wedding

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-610-0678

Organization (if applicable) Jenny Beam Klein (planner)

Mailing Address of Applicant 125 Bienville Ave, Mobile, AL 36606

Telephone No. 251-610-0678 E-mail address jenny@myjenny.net

Location or address of event where amplification will be used:

Washington Square, 251 Chatham Street

Date of Event: 3/22/2025 Starting Time: 5pm Ending Time 5:30pm

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

Type of Event: Wedding Ceremony

CITY CLERK'S OFFICE

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

MOBILE, AL

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

FR, JAN 10, PM 1:32 RCUD



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: Corlem LLC dba O'Daly's Irish Pub

PLEASE PRINT ALL INFORMATION

Home Phone Number: 205-253-6224 Cell Number: 2514016214

Organization (if applicable) _____

Mailing Address of Applicant 564 Dauphin St Mobile, AL 36602

Telephone No. 205-253-6224 E-mail address Kelsey@odalysirishpub.com

Location or address of event where amplification will be used:

564 Dauphin St Mobile, AL 36602

Date of Event: 02-01-2025 Starting Time: 6p Ending Time 1Am

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

Type of Event: O'daly's 15 Anniversary Party with live band

Do you plan to sell alcohol at this event? X 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



CityofMobile.org: Addressing City Council Submission

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

Date Wed 12/18/2024 11:06 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: Derek Boulware

Date To Address Council: 2025-01-21

Address: 107 St. Francis Street Mobile, AL 36602

Email: d.boulware@hfal.org

Phone: 251-721-1838

Subject And Specific Questions: Housing First, Inc. annual Point-in-Time Count and Project Homeless Connect

Pertain To City Business: Annual event that helps individuals and families who are experiencing homelessness or on the verge of homelessness to get valuable resources.

Signature: Derek Boulware

Signature Verify: X

Agree: X

Date Submitted: 2024-12-18 11:06:38

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



CityofMobile.org: Addressing City Council Submission

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

Date Thu 1/23/2025 12:11 PM

To City Clerk <cityclerk@cityofmobile.org>

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

Name: Kirven Lang

Date To Address Council: 2025-01-28

Address: 400 N. Ann Street Mobile AL 36603

Email: langkirven@yahoo.com

Phone: 2515812804

Subject And Specific Questions: Mardi Gras Safety Concerns on Route D parades on Dr. MLK Ave. on Monday (Lundi Gras). 1. Have additional financial and personnel resources been allocated to address the safety concerns of the largest attendance parades on Lundi Gras along Route D? 2. Have past parades safety measures and procedures been reviewed and updated to address safety concerns on Route D, specifically on Dr. MLK, during Lundi Gras parades? 3. Has the lighting at Springhill Ave. and N. Ann Street been included in the Springhill Ave Signal Upgrades?

Pertain To City Business: The City of Mobile is responsible for the public safety as well as responding to the changing needs of its residents. Also, the City of Mobile (MPRD) is responsible for providing the guidance and planning of Mardi Gras parades as well as the permit process for organizations to parade on city streets.

Signature: Kirven R Lang,

Signature Verify: X

Agree: X

Date Submitted: 2025-01-23 12:10:52



ADDRESSING THE CITY COUNCIL

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

Please return this form to:

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

Your comments will be limited to three (3) minutes

Name: Apostle Valenia Green Date: 1.16.25

Address: 603 Delaware St.

Phone: (251) 322.8540 Email: valeniagreen@gmail.com

Date to Address City Council: 1.21.25

Subject and/or specific questions (must complete):

Provide an answer to the administration
response to your comments about nepotism
and abuse of power pertaining to the citizens of Mobile
and defamation of character.

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

It pertains to the citizens and residents of
Mobile

Signature. [Signature]

From: [RJHILL II](#)
To: [Gauthier, Lana](#)
Subject: 1/21 Agenda
Date: Thursday, January 16, 2025 1:44:56 PM

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

Madam Asst. City Clerk,

Greetings! I hope that all is well. This is a formal request to be added to the upcoming Agenda.

I shall address the following:

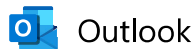
- * 2-62 of the Mobile City Code (amending rules that are unconstitutional, demands for Citizen Engagement)
- * Public Safety (Cybersecurity, Release of Claims, Police Training)
- * Mobile Civic Center
- * Budgeting (FY26 Ordinance suggestions)
- * Abuse of Power (legal inquiries)

Thank you for your attention to this matter. See you all on Tuesday!

Kindest Regards,

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





Outlook

CityofMobile.org: Addressing City Council Submission

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

Date Thu 1/23/2025 6:55 AM

To City Clerk <cityclerk@cityofmobile.org>

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

Name: Melissa Gates

Date To Address Council: 2025-01-28

Address: 1280 Rigby Rd

Email: missytg88@gmail.com

Phone: 2516802613

Subject And Specific Questions: Transparency, respect of citizens, abuse of power

Pertain To City Business: How citizens are treated when speaking to the city council. The issue of the recorded meetings on YouTube. Why was one person able to speak about the sexually explicit books in the Mobile Public Libraries and others were not? Freedom of speech!!!!

Signature: Melissa Gates

Signature Verify: X

Agree: X

Date Submitted: 2025-01-23 06:55:23

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

RESOLUTION

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

Adopted:

City Clerk

NOTICE OF 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 7th day of January, 2025, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 11th day of December, 2024 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **5301 Moffett Road**.

The proposed amendment to the Unified Development Code changes the classification of the subject property from **B-2, Neighborhood Business Suburban District**, to **B-3, Community Business Suburban District**. Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **B-3** districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in **B-3** districts until the following conditions have been complied with: **1. Completion of the Subdivision process; 2. Compliance with the development provisions of Article 3 of the Unified Development Code. 3. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 4. Full compliance with all municipal codes and ordinances.**

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

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

Sponsored by: Councilmember Gina Gregory

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:

THAT CERTAIN LOT OF LAND BOUND BY A LINE DESCRIBED AS FOLLOWS, TO WIT; BEGINNING AT A POINT ON THE NORTH LINE OF OVERLOOK ROAD 230 FEET WEST OF THE NORTHWEST INTERSECTION OF OVERLOOK ROAD AND OLD MOFFAT ROAD; THENCE NORTH 89°-27'-00" WEST, ALONG THE NORTH LINE OF OVERLOOK ROAD, A DISTANCE OF 469.44 FEET TO A POINT; THENCE NORTH 00°-23'-00" EAST, A DISTANCE OF 25 FEET TO A POINT; THENCE SOUTH 89°-37'-00" EAST, A DISTANCE OF 40 FEET TO A POINT; THENCE NORTH 00°-23'-EAST, A DISTANCE OF 25 FEET TO A POINT; THENCE NORTH 89°-37'-00" WEST, A DISTANCE OF 190 FEET TO A POINT; THENCE SOUTH 00°-23'-00" WEST, A DISTANCE OF 120 FEET TO A POINT ON THE NORTH LINE OF OVERLOOK ROAD; THENCE NORTH 89°-37'-00" WEST, ALONG THE NORTH LINE OF OVERLOOK ROAD, A DISTANCE 30 FEET TO A POINT; THENCE NORTH 00°-23'-00" EAST, A DISTANCE OF 250 FEET TO A POINT; THENCE NORTH 10°-36'-21" EAST, A DISTANCE 398.28 FEET TO THE CENTERLINE OF A 50 FOOT WATER LINE EASEMENT; THENCE NORTH 89°-51'-30" EAST ALONG THE CENTERLINE OF SAID EASEMENT, A DISTANCE OF 147.58 FEET TO THE SOUTH LINE OF MOFFAT ROAD SERVICE ROAD; THENCE SOUTH 41°-02'-40" EAST, ALONG THE SOUTH LINE OF SAID SERVICE ROAD, A DISTANCE OF 1.83 FEET TO THE PC OF A 1507.40 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 552.95 FEET ALONG THE SOUTH LINE OF SAID SERVICE ROAD TO THE NORTHWEST CORNER OF PROPERTY CONVEYED BY OVERLOOK VILLAGE, INC. TO B. CLIFFORD PRINGLE, JR., ET AL, BY DEED DATED SEPTEMBER 12, 1963 AND RECORDED IN REAL PROPERTY BOOK 451, PAGE 326 OF THE RECORDS IN THE OFFICE OF THE PROBATE COURT OF MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH 00°-23'-00" WEST, A DISTANCE OF 305.20 FEET TO THE POINT OF BEGINNING.

The classification of said property is hereby changed from **B-2, Neighborhood Business Suburban District**, to **B-3, Community Business Suburban District** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a **B-3, Community Business Urban District**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **B-3, Community Business Urban District** until all of the conditions set forth below have been complied with: **1. Completion of the Subdivision process; 2. Compliance with the development provisions of Article 3 of the Unified Development Code; 3. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and 4. 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

**Jane Steiner, PMG, LLC (Bruce Smith, Cowles Murphy Glover & Associates, Inc., Agent)
5301 Moffett Road
Council District 7
Gina Gregory**

Notice of Public Hearing for the Proposed Rezoning for
Property Located at 5301 Moffett Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **December 3, 2024**, a public hearing will be held on the 7th day of **January**, 2025, at 10:30 a.m., to consider adoption of an ordinance for the rezoning for property located at 5301 Moffett Road from B-2, Neighborhood Business Suburban District, to B-3, Community Business Suburban District.

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

Lisa C. Lambert
City Clerk

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

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

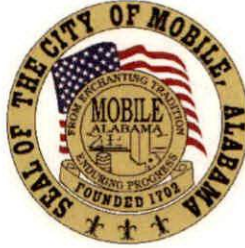
Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

THAT CERTAIN LOT OF LAND BOUND BY A LINE DESCRIBED AS FOLLOWS, TO WIT; BEGINNING AT A POINT ON THE NORTH LINE OF OVERLOOK ROAD 230 FEET WEST OF THE NORTHWEST INTERSECTION OF OVERLOOK ROAD AND OLD MOFFAT ROAD; THENCE NORTH 89°-27'-00" WEST, ALONG THE NORTH LINE OF OVERLOOK ROAD, A DISTANCE OF 469.44 FEET TO A POINT; THENCE NORTH 00°-23'-00" EAST, A DISTANCE OF 25 FEET TO A POINT; THENCE SOUTH 89°-37'-00" EAST, A DISTANCE OF 40 FEET TO A POINT; THENCE NORTH 00°-23'-EAST, A DISTANCE OF 25 FEET TO A POINT; THENCE NORTH 89°-37'-00" WEST, A DISTANCE OF 190 FEET TO A POINT; THENCE SOUTH 00°-23'-00" WEST, A DISTANCE OF 120 FEET TO A POINT ON THE NORTH LINE OF OVERLOOK ROAD; THENCE NORTH 89°-37'-00" WEST, ALONG THE NORTH LINE OF OVERLOOK ROAD, A DISTANCE 30 FEET TO A POINT; THENCE NORTH 00°-23'-00" EAST, A DISTANCE OF 250 FEET TO A POINT; THENCE NORTH 10°-36'-21" EAST, A DISTANCE 398.28 FEET TO THE CENTERLINE OF A 50 FOOT WATER LINE EASEMENT; THENCE NORTH 89°-51'-30" EAST ALONG THE CENTERLINE OF SAID EASEMENT, A DISTANCE OF 147.58 FEET TO THE SOUTH LINE OF MOFFAT ROAD SERVICE ROAD; THENCE SOUTH 41°-02'-40" EAST, ALONG THE SOUTH LINE OF SAID SERVICE ROAD, A DISTANCE OF 1.83 FEET TO THE PC OF A 1507.40 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 552.95 FEET ALONG THE SOUTH LINE OF SAID SERVICE ROAD TO THE NORTHWEST CORNER OF PROPERTY CONVEYED BY OVERLOOK VILLAGE, INC. TO B. CLIFFORD PRINGLE, JR., ET AL, BY DEED DATED SEPTEMBER 12, 1963 AND RECORDED IN REAL PROPERTY BOOK 451, PAGE 326 OF THE RECORDS IN THE OFFICE OF THE PROBATE COURT OF MOBILE COUNTY, ALABAMA; THENCE

RUN SOUTH 00°-23'-00'' WEST, A DISTANCE OF 305.20 FEET TO THE POINT OF BEGINNING.

The classification of said property is hereby changed from B-2, Neighborhood Business Suburban District, to B-3, Community Business Suburban District and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a B-3, Community Business Urban District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a B-3, Community Business Urban District until all of the conditions set forth below have been complied with: 1. Completion of the Subdivision process; 2. Compliance with the development provisions of Article 3 of the Unified Development Code; 3. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and 4. 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.



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

November 25, 2024
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on November 21, 2024 considered the request of **Jane Steiner, PMG, LLC (Bruce Smith, Cowles Murphy Glover & Associates, Inc., Agent)** for a change in zoning from **B-2, Neighborhood Business Suburban District, B-5, Office Distribution District** for the property located at **5301 Moffett Road**.

After discussion it was decided to recommend approval of rezoning the property to **B-3, Community Business Suburban District**, to the City Council subject to the following conditions:
1. Completion of the Subdivision process; 2. Compliance with the development provisions of Article 3 of the Unified Development Code; 3. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 4. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

Stephen Guthrie
Deputy Director, Planning & Zoning Department

dla
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

November 22, 2024

Jane Steiner
PMG, LLC
1055 St. Charles Avenue
Suite 701
New Orleans, Louisiana 70130

Re: 5301 Moffett Road
ZON-UDC-003064-2024
Overlook Cargo Connection Subdivision
Jane Steiner, PMG, LLC (Bruce Smith, Cowles Murphy Glover & Associates, Inc., Agent)
District 7
Rezoning from Neighborhood Business Suburban District (B-2) to Office Distribution District (B-5).

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

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

- A) Consistency. The proposed amendment is consistent with the Comprehensive Plan;
- B) Mistake. There was a mistake or error in the original zoning map; and
- C) Compatibility. The proposed amendment is compatible with:
 - (1) The current development trends in the vicinity of the subject property;
 - (2) Surrounding land uses;
 - (3) Would not adversely impact neighboring properties; and
 - (4) Would not cause a loss in property values.
- D) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.
- E) Capacity. The infrastructure is in place to accommodate the proposed amendment; and,
- F) Change. Changed or changing conditions in a particular area make an amendment necessary and desirable.

ZON-UDC-003064-2024 5301 Moffett Road
November 22, 2024

G) Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

As such, the Planning Commission voted to recommend Approval of rezoning the property to **B-3, Community Business Suburban District**, to the City Council, subject to the following conditions:

1. Completion of the Subdivision process;
2. Compliance with the development provisions of Article 3 of the Unified Development Code;
3. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and,
4. Full compliance with all municipal codes and ordinances.

The advertising fee for this application based on the current legal description is **\$410.78**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

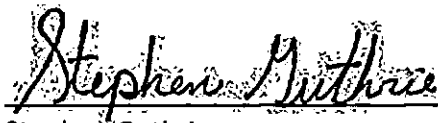
If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By:



Stephen Guthrie

Deputy Director of Planning and Zoning



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:	JANE STEINER	BRUCE SMITH
Firm:	PMG LLC	COWLES MURPHY GLOVER & ASSOCIATES
Phone:	1-504-586-2003	1-251-433-1611
Email:	jsteiner@pmgleasing.com	bsmith@cmg-a.com
Address:	1055 ST. CHARLES AVE., SUITE 701 NEW ORLEANS, LA 70130	457 ST MICHAEL STREET, MOBILE, AL 36602

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org 1251 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:	WALDA BESTHOFF, USUFRUCT	BRUCE SMITH
Firm:		COWLES MURPHY GLOVER & ASSOCIATES
Phone:	1-504-586-2003	1-251-433-1611
Email:	jsteiner@pmgleasing.com	bsmith@cmg-a.com
Address:	1055 ST. CHARLES AVE., SUITE 701 NEW ORLEANS, LA 70130	457 ST MICHAEL STREET, MOBILE, AL 36602

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.
 5301 MOFFETT RD MOBILE, AL 36618 6.87 acres

Property Address R022802034000118.000 Property Area (acres or square feet)

Parcel Number(s) or Key Number(s)
B-2

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:

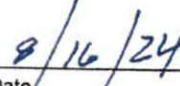
- a) Any Rezoning to a higher classification;
- b) Any application to create or modify a Planned Development; or
- c) Any Conditional Use Permit.

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

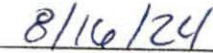
4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information 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


Date


Applicant or Agent Signature (if applicable)


Date

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


Applicant or Agent Signature


Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633
 For more information: www.BuildMobile.org | planning@cityofmobile.org | 251 208 5895
 Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
 Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Revised February 2023

CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

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

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

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

☐ 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 SITE LIES WITHIN THE MIXED COMMERCIAL CORRIDOR (MCC). THE PROPOSED DEVELOPMENT ENHANCES EXISTING LANDSCAPE BUFFERS WITH A 6' FENCE AND INCLUDES ADDITIONAL LANDSCAPE ISLANDS TO THE PROPERTY. REMOVAL OF AN EXCESS TURNOUT ALONG OVERLOOK PROVIDES A CLEANER STREETSCAPE FOR OVERLOOK RD. THE EXISTING BUILDINGS ARE AN EYESORE TO THE COMMUNITY. ADDITION OF THE NEW BUILDING WILL INCREASE THE OVERALL QUALITY OF THE NEIGHBORHOOD.

MIXED COMMERCIAL CORRIDOR

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.

REZONING THIS PROPERTY FOR THE PURPOSE OF CONSTRUCTING A WAREHOUSE WILL HAVE A POSITIVE IMPACT ON THE COMMUNITY. THE PROPOSED WAREHOUSE WILL REPLACE +31,000 SF OF VACANT BUILDINGS. VACANT BUILDINGS AND PARKING LOTS ARE WELL KNOWN TO HAVE NEGATIVE EFFECTS ON CRIME RATES AND PROPERTY VALUES IN THEIR SURROUNDING COMMUNITY. A NEW WAREHOUSE WOULD UTILIZE SECURITY SYSTEMS AND AREA LIGHTING TO ENSURE THAT THE PROPERTY REMAINS CLEAN AND FREE OF ANY CRIMINAL ACTIVITY.

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

THIS AREA HAS SEEN A COMMERCIAL DECLINE OVER THE LAST 20+ YEARS. WITH EASIER ACCESSIBLE COMMERCIAL PROPERTIES ALONG MOFFETT AND UNIVERSITY, THIS SITE HAS HAD MUCH DIFFICULTY RETAINING AND ATTRACTING NEW TENANTS. THE OWNER UNSUCCESSFULLY ATTEMPTED TO SELL THE PROPERTY IN 2021. THE EAST BUILDINGS ON THE SITE WERE RECENTLY RENOVATED IN 2015 AND MANY OF THE SPACES REMAIN VACANT. THE PROPOSED DEVELOPMENT WILL BRING VIABLE BUSINESS TO A PROPERTY AND AREA THAT IS LARGELY UNDERUTILIZED AND WILL REMOVE +31,000SF OF ABANDONED BUILDINGS AND REPLACE IT WITH A NEW OCCUPIED STRUCTURE.

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.

MANY PROPERTIES ZONED B-2 AND B-3 LOCATED BETWEEN MOFFETT RD. AND OVERLOOK RD. ARE VACANT. BUSINESSES THAT TRADITIONALLY UTILIZE B-2/B-3 ZONING HAVE LOCATED TO AREAS MORE EASILY ACCESSIBLE TO COMMERCIAL TRAFFIC AND MORE CENTRALIZED TO THE NEIGHBORHOOD CENTERS FURTHER WEST ALONG MOFFETT AND SOUTH ALONG UNIVERSITY.

2. Describe the surrounding land uses.

THE PROPERTIES TO THE WEST OF THE SUBJECT PROPERTY ARE RESIDENTIAL (R-1). THE PROPERTIES ADJACENT TO THE EAST ARE ZONED B-2/B-3 AND ARE VACANT. THE SUBJECT PROPERTY HAS ACCESS TO MOFFETT RD. (PRINCIPAL ARTERIAL PER MSP), UNIVERSITY BLVD. (PRINCIPAL ARTERIAL PER MSP) AND OVERLOOK RD (MINOR ARTERIAL PER MSP). THE SURROUNDING AREA CONTAINS LARGE SELF-STORAGE COMPLEXES, MAWSS TREATMENT PLANTS, AND RETAIL.

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

NO HEAVY MACHINERY WILL BE UTILIZED IN THE WAREHOUSE FOR ANY MANUFACTURING PURPOSES. ONLY FORKLIFTS AND TRUCKS WILL BE USED. LOADING/UNLOADING TRAFFIC WILL BE ON THE EAST SIDE OF THE BUILDING, AWAY FROM THE RESIDENTIAL AREA. SECURITY SYSTEMS AND AREA LIGHTING WOULD BE UTILIZED TO THWART UNWANTED LOITERING. A LIGHT STUDY WILL BE PERFORMED TO ASSURE NO LIGHT POLLUTION TO ADJACENT PROPERTIES. REMOVAL OF AN EXCESS TURNOUT ALONG OVERLOOK PROVIDES A CLEANER STREETScape FOR OVERLOOK RD.

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

SURROUNDED BY PRINCIPAL AND MINOR ARTERIALS, THE CURRENT INFRASTRUCTURE IS ADEQUATE FOR THE PROPOSED USE. FINAL TRAFFIC FLOW WILL BE DETERMINED BY FINAL COMMENTS FROM ALDOT. THE SITE CURRENTLY HAS ACCESS TO ALL MAJOR UTILITIES. COMPARED TO THE SITE'S PREVIOUS USES, THE PROPOSED WAREHOUSE USE WILL CREATE LESS OF A DEMAND ON LOCAL UTILITIES. THERE WILL BE A DECREASE IN THE IMPERVIOUS SURFACE FOR THE PROPOSED IMPROVEMENTS, THEREFORE, CREATING LESS STORMWATER. EXISTING PIPES MAY BE REROUTED/REPLACED AS NECESSARY TO COMPLY WITH CITY OF MOBILE REGULATIONS.

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 NEED FOR ADDITIONAL WAREHOUSE SPACE IN THE MOBILE AREA HAS BEEN WELL DOCUMENTED. THIS APPLICATION PROPOSES TO ASSIST IN MEETING THIS NEED WHILE IMPROVING AN EXISTING SITE THAT IS LARGELY VACANT/UNOCCUPIED. TWO UNOCCUPIED BUILDINGS WILL BE REPLACED WITH NEW CONSTRUCTION. THE UNOCCUPIED PARKING LOT WILL HAVE A NEW USE (INCLUDING UPDATED SECURITY) THAT WILL PREVENT UNWANTED LOITERING.

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



Agenda Item # 10

SUB-003067-2024 & ZON-UDC-003064-2024

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

[Applicant Materials for Consideration – Subdivision](#)

[Applicant Materials for Consideration – Rezoning](#)

DETAILS

Location:

5301 Moffett Road

Subdivision Name:

Overlook Cargo Connection Subdivision

Applicant / Agent:

Jane Steiner, PMG, LLC / Bruce Smith, Cowles Murphy
Glover & Associates, Inc., Agent

Property Owners:

Walda Besthoff

Current Zoning:

B-2, Neighborhood Business Suburban District

Proposed Zoning:

B-5, Office Distribution District

Future Land Use:

Mixed Commercial Corridor

Applicable Codes, Policies, and Plans:

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

Proposal:

- Subdivision approval to create one (1) legal lot of record.
- Rezoning from B-2 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. Subdivision proposal with ten (10) conditions; and
2. Rezoning with four (4) conditions.

Report Contents:

	Page
Context Map	2
Site History	3
Staff Comments	3
Commission Considerations	6
Exhibits	9

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential and commercial units.

APPLICATION NUMBER <u>10</u>	DATE <u>November 21, 2024</u>	 NTS
APPLICANT <u>Overlook Cargo Connection Subdivision</u>		
REQUEST <u>Subdivision, Rezoning from B-2 to B-5</u>		

SITE HISTORY

The site is a metes-and-bounds parcel annexed in 1956 that was under active building development by 1960, prior to current regulations.

A Front Yard Variance was approved by the Board of Zoning Adjustment in September 1984 to allow the relocation of an ATM machine within five (5) feet of the Moffett Road Service Road. An Administrative Planned Unit Development was approved in March 2017 to allow an ATM machine to be constructed within the parking lot.

Most recently, at its October 7, 2024 meeting the Board of Zoning Adjustment approved a Special Exception to allow warehousing over 40,000 square feet in a B-3, Community Business Suburban District. While the rezoning request is for a B-5 classification, in which warehousing over 40,000 square feet is allowed by right, the request for a Special Exception was submitted by the applicant in case the rezoning is approved with a B-3 classification.

STAFF COMMENTS

Engineering Comments:

Subdivision:

FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review):

- A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
- B. Provide a different line type/width for the proposed subdivision boundary. Every property line on the map shows up the same on a print.
- C. Provide reference, on the map and the description, to a monumented corner.
- D. Provide and label the monument set or found at each subdivision corner.
- E. Show and label the ROW width from the property line to center line.
- F. Provide a written description for the subdivision boundary.
- G. Label the proposed LOT as LOT 1, LOT A, etc.
- H. Revise the plat to label each lot with its size in acres and square feet.
- I. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
- J. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit.
- K. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.
- L. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.
- M. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
- N. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Rezoning:

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

Traffic Engineering Comments:

ALDOT approval will be required for the shown truck entrance from Moffett Road. Driveway number, size, location, and design to be approved by ALDOT (where applicable) and Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.

Urban Forestry Comments:

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

Fire Department Comments:

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

Planning Comments:

Subdivision

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

Access to the site is from Moffett Road, an ALDOT-maintained Principal Arterial Street requiring a 100-foot-wide right-of-way at this location, and from Overlook Road, a Minor Arterial Street. Variable right-of-way widths are depicted along both Moffett Road and Overlook Road. No additional dedication is required by the Major Street Plan along Overlook Road, and internal map images and parcel data indicate there is sufficient right-of-way along Moffett Road; however, if approved, the plat should be revised to illustrate the minimum existing right-of-way width or a 100-foot right-of-way along Moffett Road (whichever is greater), and the existing right-of-way along Overlook Road.

Double-frontage lots are discouraged by Section 6.C.7. of the Subdivision Regulations, but the property has existed in its current configuration prior to current regulations. As such, a waiver of Section 6.C.7. may be appropriate and will be required for approval of the request.

The lot will meet the minimum size requirement for lots served by public water and sanitary sewer in the B-2 and B-5 zoning districts, as well as in the B-3 zoning district if rezoning of the property is approved with a B-3 classification. The size of the lot is labeled in both square feet and acres on the preliminary plat, as required by Section 5.A.2(f) of the Subdivision Regulations. This information should be retained on the Final Plat, if approved, adjusted for any required dedication.

The lot exceeds the minimum width requirements of Section 6.C.2(b)(4) of the Subdivision Regulations for non-residential lots along both street frontages.

No front yard setbacks are illustrated on the preliminary plat. Section 6.C.8. of the Subdivision Regulations requires the minimum front yard setbacks of the underlying zoning district and sub-district to be illustrated along all streets adjoining the subdivision. As such, if approved, revision of the plat should be required to illustrate a 25-foot front yard setback along both Moffett Road and Overlook Road wherever the lot is at least 60 feet wide, adjusted for any required dedication.

A 30-foot-wide screen planting strip is depicted on the preliminary plat where the site adjoins residential property to the West. If approved, a note should be placed on the Final Plat stating the site shall comply with the protection buffer requirements of Article 3, Section 64-3-8.A.1.(a) of the Unified Development Code wherever the site adjoins residentially zoned or utilized property.

Multiple easements are illustrated on the preliminary plat. If approved, a note should be placed on the Final Plat stating no structures shall be constructed in any easement without permission of the easement holder.

Rezoning

The applicant is requesting to rezone the subject site from B-2, Neighborhood Business Suburban District, to B-5, Office Distribution District to facilitate redevelopment of a portion of the site with a warehouse larger than 40,000 square feet. Such a use is not permitted by right in the B-2 zoning district. As mentioned, the Board of Zoning Adjustment approved a Special Exception to allow a warehouse larger than 40,000 square feet in a B-3 zoning district should the request for rezoning be approved with a B-3 classification. A detailed description and justification of the request suggests there are multiple self-storage unit complexes larger than 40,000 square feet

less than a mile from the subject site, and that the proposal will be an improvement to the surrounding neighborhood. The application and supporting documentation are available via the link on Page 1 of this report.

The property is currently developed with 64,100± square feet of commercial building space split between three (3) buildings. The applicant proposes to demolish two (2) of the buildings located near the West property line and redevelop that portion of the site with a 60,000 square-foot warehouse. New landscape islands and site lighting are proposed, and the existing vegetative buffer to the West will be enhanced with a six (6)-foot tall privacy fence.

It should be noted that the proposed redevelopment will result in a building footprint greater than 50% of the existing building footprint. As such, if approved, full compliance with the development standards of Article 3 of the UDC will be required. This includes, but is not limited to:

- the provision of sidewalks along Overlook Road and Moffett Road;
- the provision of on-site pedestrian walkway connections;
- compliance with building design and height variation requirements;
- compliance with tree planting and landscape area requirements;
- the provision of a residential protection buffer where the site abuts residentially zoned or utilized property;
- compliance with parking lot lighting requirements and the provision of a photometric plan;
- the provision of off-street loading facilities; and
- the provision of bicycle parking.

The site abuts properties zoned R-1, Single-Family Residential Suburban District, to the West, which are developed with single-family dwellings. Article 3, Section 64-3-8.A. of the UDC requires a protection buffer wherever the boundary of a commercial building site adjoins an R-1 zoning district. Section 64-3-8.A.2. requires this buffer to be at least ten (10) feet wide and contain both a wall or fence, and a screen planting strip.

Except for the adjacent single-family dwellings, there are a variety of commercial uses within the vicinity of the subject site, including medical offices, gas stations, convenience stores, general office uses, and general retail stores. As the applicant mentions, there are self-storage facilities within the vicinity of the subject site along Moffett Road, but they were developed either by right in a B-3 zoning district, or with Planning Commission Approvals in a B-2 zoning district. Whether this indicates changing conditions in the surrounding area make rezoning of the subject site to B-5 appropriate is for the Planning Commission to decide, but it would seem rezoning to B-3, Community Business Suburban District may be more suitable as it allows for land uses of a lower intensity than those permitted in a B-5 district. Special Exception approval by the Board of Zoning Adjustment may further support that a B-3 classification is more suitable than a B-5 classification for the proposed warehouse use. It should be noted, however, that there do not appear to be any other warehousing or distribution facilities within the immediate vicinity of the subject site.

SUBDIVISION CONSIDERATIONS

Standards of Review:

Subdivision review examines the site with regard to promoting orderly development, protecting general health, safety and welfare, and ensuring that development is correlated with adjacent developments and public utilities and services, and to ensure that the subdivision meets the minimum standards set forth in the Subdivision Regulations for lot size, road frontage, lot configuration, etc.

Considerations:

If the Planning Commission considers approving the Subdivision request, a waiver of Section 6.C.7. (for double frontage) will be required and the following conditions could apply:

1. Revision of the plat to illustrate the minimum existing right-of-way and, if less than 100 feet, dedication to provide 50 feet from the centerline of Moffett Road;
2. Revision of the plat to depict the existing right-of-way along Overlook Road;
3. Retention of the lot's size in both square feet and acres on the Final Plat, adjusted for any required dedication;
4. Revision of the plat to illustrate a 25-foot front yard setback along each street frontage where the lot is at least 60 feet wide, adjusted for any required dedication, in compliance with Section 6.C.8. of the Subdivision Regulations, and with Article 2 of the Unified Development Code;
5. Placement of a note on the Final Plat stating the site shall comply with the development provisions of Article 3 of the Unified Development Code;
6. Placement of a note on the Final Plat stating no structures shall be constructed in any easement without permission of the easement holder;
7. Compliance with all Engineering comments noted in this staff report;
8. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
9. Compliance with all Urban Forestry comments noted in this staff report; and,
10. Compliance with all Fire Department comments noted in this staff report.

REZONING CONSIDERATIONS

Standards of Review:

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

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

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

- A) Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;
- B) Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and
- C) Compatibility. Whether the proposed amendment is compatible with:
 - (1) The current development trends, if any, in the vicinity of the subject property;
 - (2) Surrounding land uses;
 - (3) Would adversely impact neighboring properties; or
 - (4) Cause a loss in property values.
- D) Health, Safety and General Welfare. Whether the proposed amendment promotes the community's public health, safety, and general welfare;
- E) Capacity. Whether the infrastructure is in place to accommodate the proposed amendment; and

- F) Change. Whether changed or changing conditions in a particular area make an amendment necessary and desirable.
- G) Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

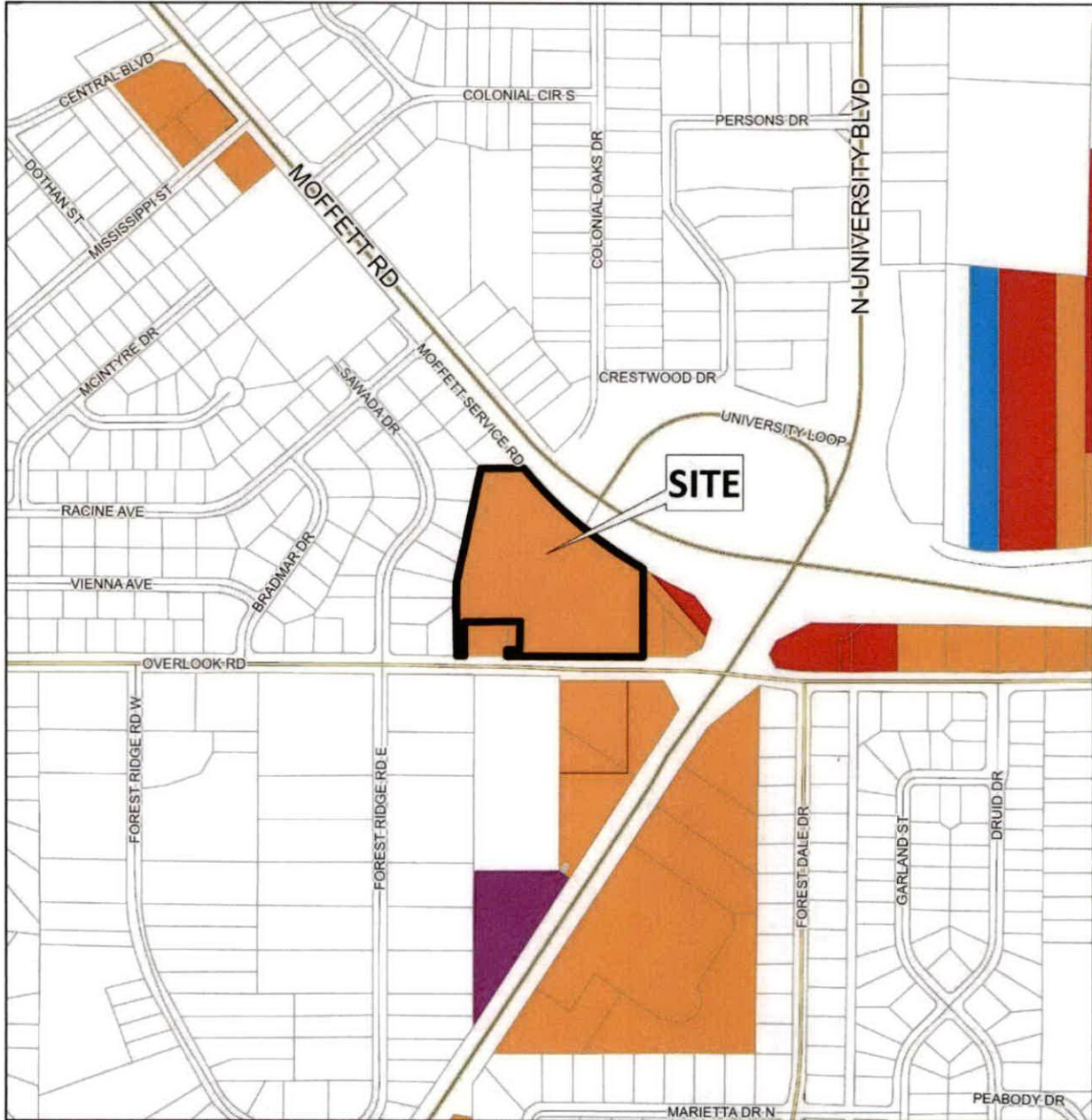
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the Rezoning request to the City Council, the following conditions could apply:

1. Completion of the Subdivision process;
2. Compliance with the development provisions of Article 3 of the Unified Development Code;
3. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and,
4. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



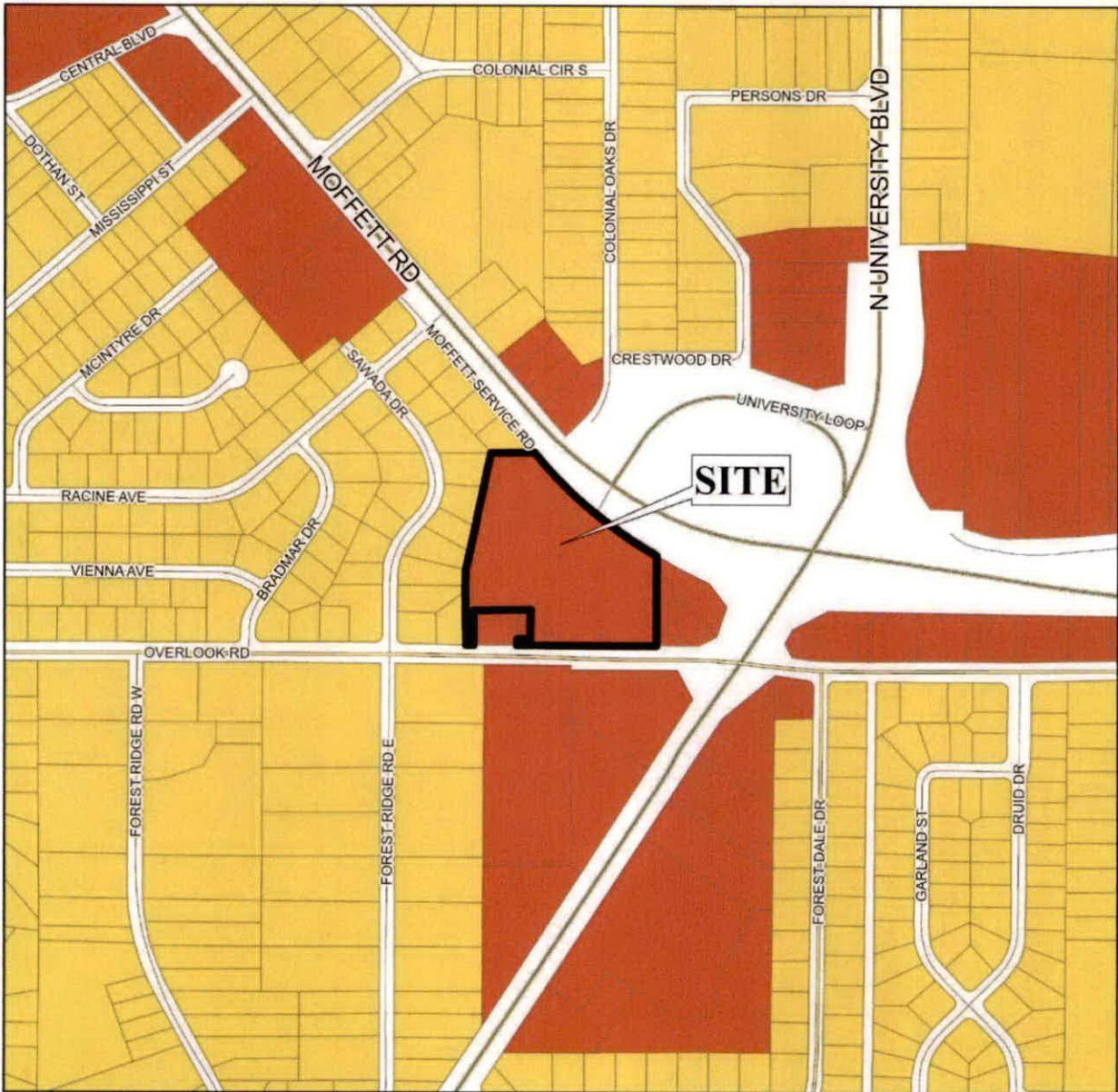
APPLICATION NUMBER 10 DATE November 21, 2024

APPLICANT Overlook Cargo Connection Subdivision

REQUEST Subdivision, Rezoning from B-2 to B-5



FLUM LOCATOR MAP



APPLICATION NUMBER 10 DATE November 21, 2024

APPLICANT Overlook Cargo Connection Subdivision

REQUEST Subdivision, Rezoning from B-2 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



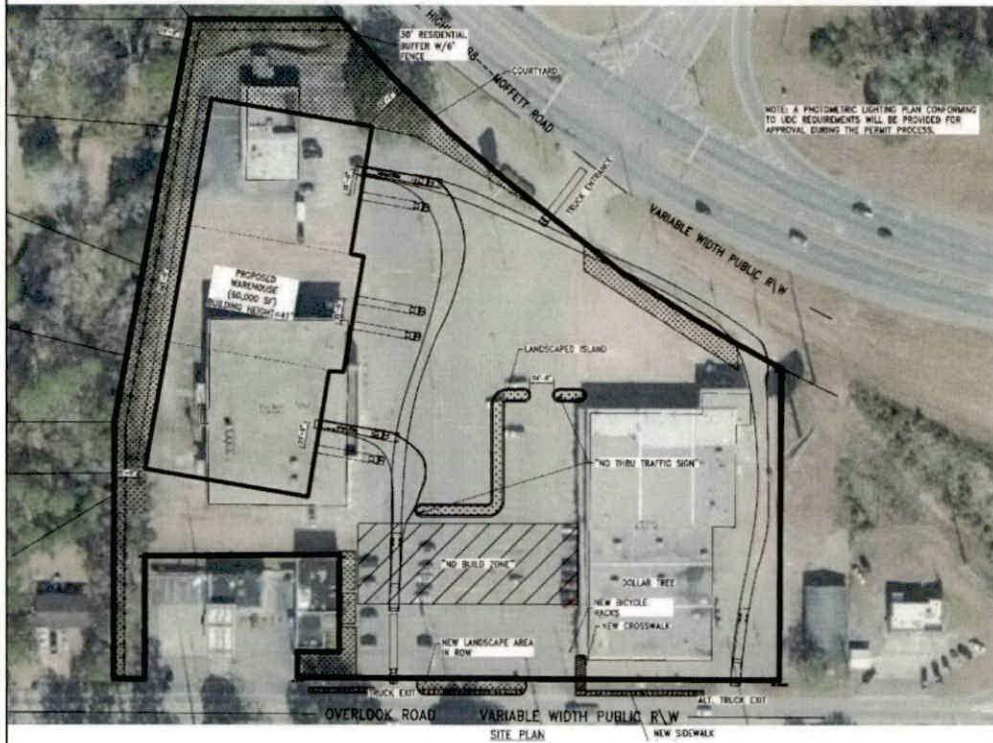
The site is surrounded by residential and commercial units.

APPLICATION NUMBER 10 DATE November 21, 2024
 APPLICANT Overlook Cargo Connection Subdivision
 REQUEST Subdivision, Rezoning from B-2 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

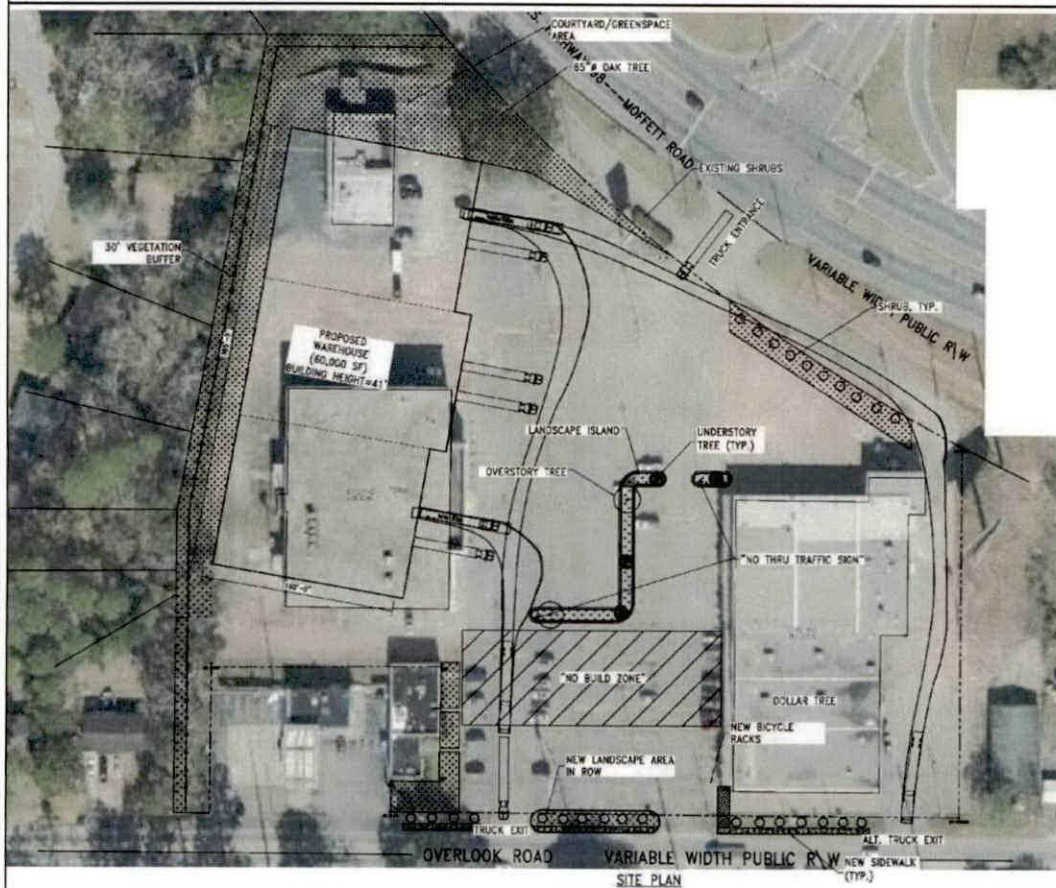


The site plan illustrates the existing conditions, proposed building, and landscaping.

APPLICATION NUMBER	10	DATE	November 21, 2024
APPLICANT	Overlook Cargo Connection Subdivision		
REQUEST	Subdivision, Rezoning from B-2 to B-5		



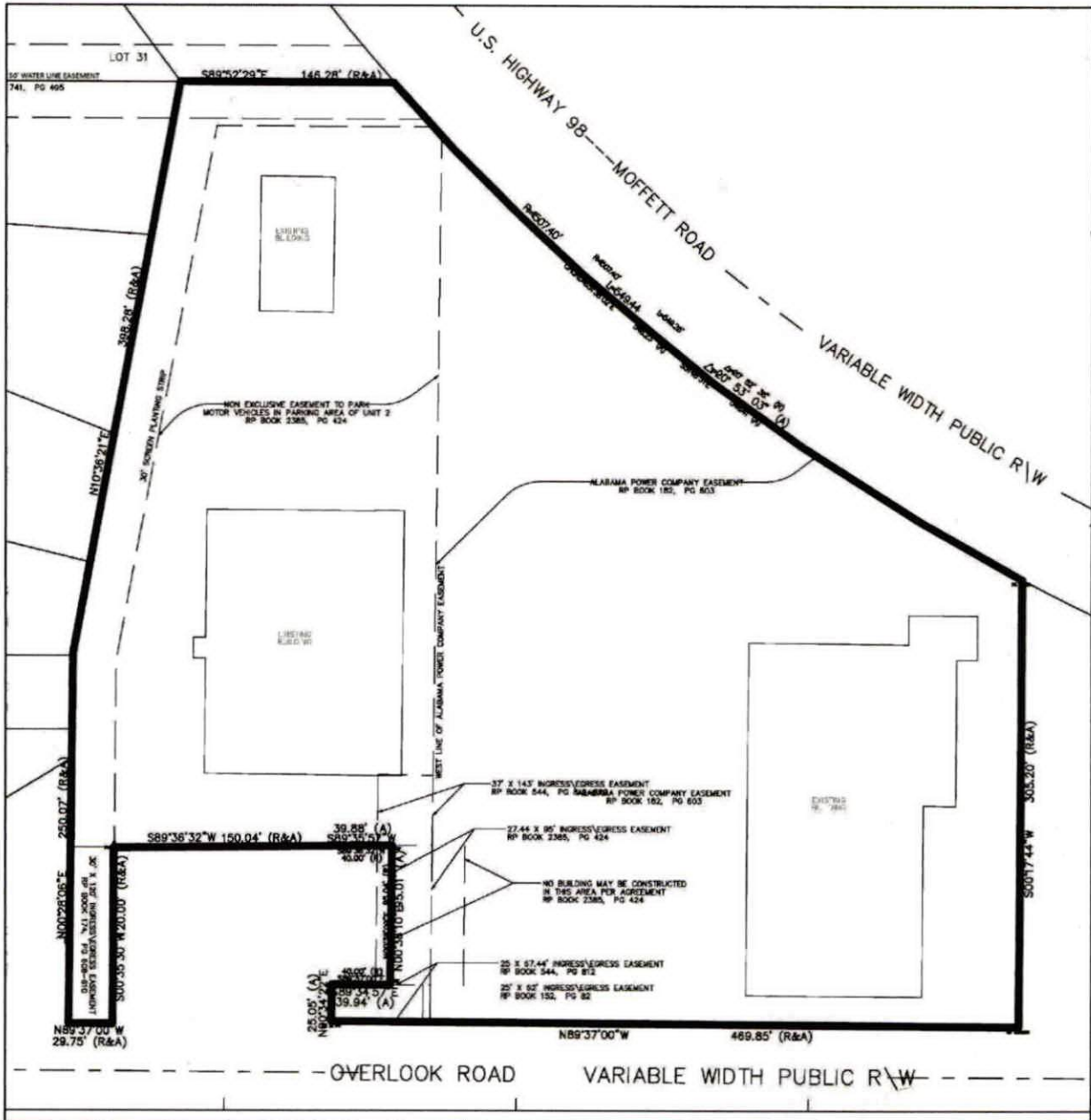
LANDSCAPE SITE PLAN



APPLICATION NUMBER	10	DATE	November 21, 2024
APPLICANT	Overlook Cargo Connection Subdivision		
REQUEST	Subdivision, Rezoning from B-2 to B-5		



DETAIL SITE PLAN



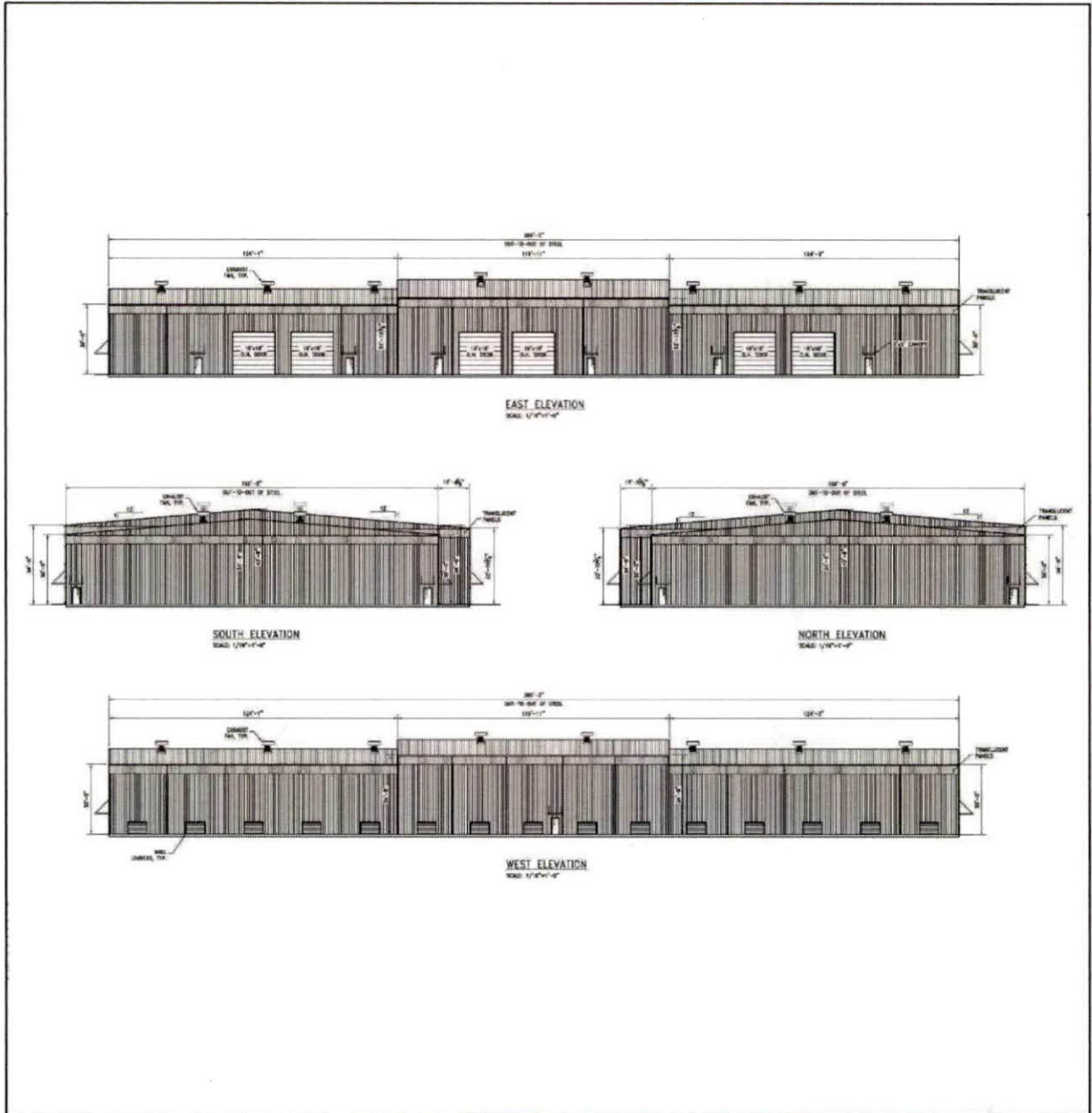
APPLICATION NUMBER 10 DATE November 21, 2024

APPLICANT Overlook Cargo Connection Subdivision

REQUEST Subdivision, Rezoning from B-2 to B-5



DETAIL SITE PLAN



APPLICATION NUMBER 10 DATE November 21, 2024

APPLICANT Overlook Cargo Connection Subdivision

REQUEST Subdivision, Rezoning from B-2 to B-5



MIXED COMMERCIAL CORRIDOR (MCC)

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

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

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

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

Zoning District Correspondence Matrix

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



Application Submission Contact Information

Name of Project PMG MOFFETT RD
Address 5301 MOFFETT RD MOBILE, AL

Owner WALDA BESTHOFF, USURFRUCT
Address 1055 ST CHARLES AVE, SUITE 701 NEW ORLEANS, LA 70130
Phone 504-586-2003 Fax _____ E-Mail jsteiner@pmgleasing.com

Authorized Agent Bruce Smith - Cowles, Murphy, Glover & Associates
Address 457 St. Michael Street Mobile, AL 36602
Phone (251) 433-1611 Fax (251) 433-1411 E-Mail bsmith@cmg-a.com

Contractor _____
Address _____
Phone _____ Fax _____ E-Mail _____

Civil Engineer Bruce Smith - Cowles, Murphy, Glover & Associates
Address 457 St. Michael Street Mobile, AL 36602
Phone (251) 433-1611 Fax (251) 433-1411 E-Mail bsmith@cmg-a.com

Architect N/A
Address _____
Phone _____ Fax _____ E-Mail _____

Submitted By: 
Signature _____ Print Bruce Smith- Cowles, Murphy, Glover & Assoc.

08/06/24
Date _____

Agent/Engineer
Affiliation to project/Organization _____

Effective Date: April 1, 2012

REZONE JUSTIFICATION

*NUMBERING CORRESPONDS WITH REZONE APPLICATION

A1. THE SITE LIES WITHIN THE MIXED COMMERCIAL CORRIDOR (MCC). THE PROPOSED DEVELOPMENT ENHANCES EXISTING LANDSCAPE BUFFERS WITH A 6' FENCE AND INCLUDES ADDITIONAL LANDSCAPE ISLANDS TO THE PROPERTY. REMOVAL OF AN EXCESS TURNOUT ALONG OVERLOOK PROVIDES A CLEANER STREETScape FOR OVERLOOK RD. THE EXISTING BUILDINGS ARE AN EYESORE TO THE COMMUNITY, ADDITION OF THE NEW BUILDING WILL INCREASE THE OVERALL DESIGN QUALITY OF THE NEIGHBORHOOD.

A2. NO.

A3. REZONING THIS PROPERTY FOR THE PURPOSE OF CONSTRUCTING A WAREHOUSE WILL HAVE A POSITIVE IMPACT ON THE COMMUNITY. THE PROPOSED WAREHOUSE WILL REPLACE +31,000 SF OF VACANT BUILDINGS. VACANT BUILDINGS AND PARKING LOTS ARE WELL KNOWN TO HAVE NEGATIVE EFFECTS ON CRIME RATES AND PROPERTY VALUES IN THEIR SURROUNDING COMMUNITY. A NEW WAREHOUSE WOULD UTILIZE SECURITY SYSTEMS AND AREA LIGHTING TO ENSURE THAT THE PROPERTY REMAINS CLEAN AND FREE OF ANY CRIMINAL ACTIVITY.

A4. THIS AREA HAS SEEN A COMMERCIAL DECLINE OVER THE LAST 20+ YEARS. WITH EASIER ACCESSIBLE COMMERCIAL PROPERTIES ALONG MOFFETT AND UNIVERSITY, THIS SITE HAS HAD MUCH DIFFICULTY RETAINING AND ATTRACTING NEW TENANTS. THE OWNER UNSUCCESSFULLY ATTEMPTED TO SELL THE PROPERTY IN 2021. THE EAST BUILDINGS ON THE SITE WERE RECENTLY RENOVATED IN 2015 AND MANY OF THE SPACES REMAIN VACANT. THE PROPOSED DEVELOPMENT WILL BRING VIABLE BUSINESS TO A PROPERTY AND AREA THAT IS LARGELY UNDERUTILIZED AND WILL REMOVE +31,000SF OF ABANDONED BUILDINGS AND REPLACE IT WITH A NEW OCCUPIED STRUCTURE.

B1. MANY PROPERTIES ZONED B-2 AND B-3 LOCATED BETWEEN MOFFETT RD. AND OVERLOOK RD. ARE VACANT. BUSINESSES THAT TRADITIONALLY UTILIZE B-2/B-3 ZONING HAVE LOCATED TO AREAS MORE EASILY ACCESSIBLE TO COMMERCIAL TRAFFIC AND MORE CENTRALIZED TO THE NEIGHBORHOOD CENTERS FURTHER WEST ALONG MOFFETT AND SOUTH ALONG UNIVERSITY.

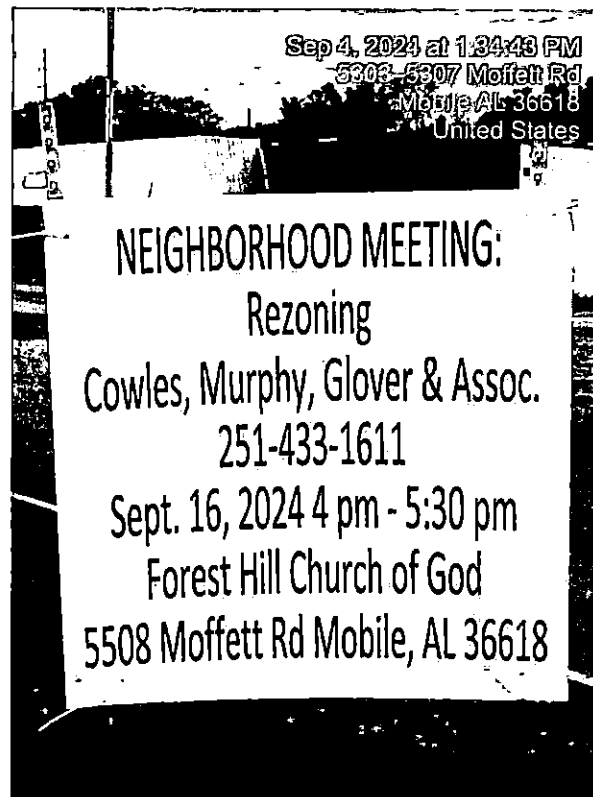
B2. THE PROPERTIES TO THE WEST OF THE SUBJECT PROPERTY ARE RESIDENTIAL (R-1). THE PROPERTIES ADJACENT TO THE EAST ARE ZONED B-2/B-3 AND ARE VACANT. THE SUBJECT PROPERTY HAS ACCESS TO MOFFETT RD. (PRINCIPAL ARTERIAL PER MSP), UNIVERSITY BLVD. (PRINCIPAL ARTERIAL PER MSP) AND OVERLOOK RD (MINOR ARTERIAL PER MSP). THE SURROUNDING AREA CONTAINS LARGE SELF-STORAGE COMPLEXES, MAWSS TREATMENT PLANTS, AND RETAIL.

B3. NO HEAVY MACHINERY WILL BE UTILIZED IN THE WAREHOUSE FOR ANY MANUFACTURING PURPOSES, ONLY FORKLIFTS AND TRUCKS WILL BE USED. LOADING/UNLOADING TRAFFIC WILL BE ON THE EAST SIDE OF THE BUILDING, AWAY FROM THE RESIDENTIAL AREA. SECURITY SYSTEMS AND AREA LIGHTING WOULD BE UTILIZED TO THWART UNWANTED LOITERING. A LIGHT STUDY WILL BE PERFORMED TO ASSURE NO LIGHT POLLUTION TO ADJACENT PROPERTIES. REMOVAL OF AN EXCESS TURNOUT ALONG OVERLOOK PROVIDES A CLEANER STREETScape FOR OVERLOOK RD.

B4. SURROUNDED BY PRINCIPAL AND MINOR ARTERIALS, THE CURRENT INFRASTRUCTURE IS ADEQUATE FOR THE PROPOSED USE. FINAL TRAFFIC FLOW WILL BE DETERMINED BY FINAL COMMENTS FROM ALDOT. THE SITE CURRENTLY HAS ACCESS TO ALL MAJOR UTILITIES. COMPARED TO THE SITES PREVIOUS USES, THE PROPOSED WAREHOUSE USE WILL CREATE LESS OF A DEMAND ON LOCAL UTILITIES. THERE WILL BE A DECREASE IN THE IMPERVIOUS SURFACE FOR THE PROPOSED IMPROVEMENTS, THEREFORE, CREATING LESS STORMWATER. EXISTING PIPES MAY BE REROUTED/REPLACED AS NECESSARY TO COMPLY WITH CITY OF MOBILE REGULATIONS.

B5. THE NEED FOR ADDITIONAL WAREHOUSE SPACE IN THE MOBILE AREA HAS BEEN WELL DOCUMENTED. THIS APPLICATION PROPOSES TO ASSIST IN MEETING THIS NEED WHILE IMPROVING AN EXISTING SITE THAT IS LARGELY VACANT/UNOCCUPIED. TWO UNOCCUPIED BUILDINGS WILL BE REPLACED WITH NEW CONSTRUCTION. THE UNOCCUPIED PARKING LOT WILL HAVE A NEW USE (INCLUDING UPDATED SECURITY) THAT WILL PREVENT UNWANTED LOITERING.







City of Mobile · Planning & Zoning
Neighborhood Meeting Cover Sheet

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

Date of Submittal: 9/19/24

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):

ZON-UDC-003064-2024

Neighborhood Meeting Date: 9/16/24

Neighborhood Meeting Time: 4:00PM - 5:30PM

Neighborhood Meeting Location: 5508 MOFFETT RD MOBILE, AL

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: JANE STEINER
(First Name & Last Name)

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

X Jane Steiner Date: 9/19/24

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.

Neighborhood Meeting

Date: 9/16/2024

Time: 4:00 - 5:30 pm

Location of Neighborhood Meeting: _____

5508 MOFFETT RD MORILE, AL 36618

Project Location: 5301 MOFFETT RD.

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

REZONING FROM B-2 TO B-5

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

X I Stener Date: 9/19/24

Please Sign In:

#1

Name: PATRICK V. HARWELL Email: pat5701@att.net
Address: 1516 SAWYER DR MOB AL36618 Phone: 251 510 1131

#2

Name: JARRETT J HARWELL Email: _____
Address: 1620 CRESTWOOD Phone: _____

#3

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

#4

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

Neighborhood Meeting Sign-In Sheet

Date: 4/16/24

Meeting Location: 5508 MOFFETT RD.

Applicant: S. Sturck

Application(s): EDN-UDC-003064-2024

#5

Name: _____ Email: _____

Address: _____ Phone: _____

#6

Name: _____ Email: _____

Address: _____ Phone: _____

#7

Name: _____ Email: _____

Address: _____ Phone: _____

#8

Name: _____ Email: _____

Address: _____ Phone: _____

#9

Name: _____ Email: _____

Address: _____ Phone: _____

#10

Name: _____ Email: _____

Address: _____ Phone: _____

#11

Name: _____ Email: _____

Address: _____ Phone: _____

#12

Name: _____ Email: _____

Address: _____ Phone: _____

Neighborhood Meeting Sign-In Sheet

Date: 9/16/24

Meeting Location: 5508 MOFFETT RD.

Applicant: S. Seneel

Application(s): 20N-UDC-003064-2024

#13

Name: _____ Email: _____

Address: _____ Phone: _____

#14

Name: _____ Email: _____

Address: _____ Phone: _____

#15

Name: _____ Email: _____

Address: _____ Phone: _____

#16

Name: _____ Email: _____

Address: _____ Phone: _____

#17

Name: _____ Email: _____

Address: _____ Phone: _____

#18

Name: _____ Email: _____

Address: _____ Phone: _____

#19

Name: _____ Email: _____

Address: _____ Phone: _____

#20

Name: _____ Email: _____

Address: _____ Phone: _____

Neighborhood Meeting Summary

Meeting Date: 9/16/24
Meeting Time: 4:00-5:30 PM
Meeting Location: 5508 MOFFETT RD
MOBILE, AL

Below is a summary of the proposed project presented at the Neighborhood Meeting:
CURRENT SITE IS PROPOSED TO BE REZONED FROM B-2 TO B-5. THE EXISTING
BUILDINGS ON THE WEST SIDE OF THE PROPERTY WILL BE DEMOLISHED AND A
NEW BUILDING WILL BE CONSTRUCTED. THE INTENDED USE OF THE NEW
BUILDING IS A WAREHOUSE.

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

SITE PLANS, PROPOSED BUILDING FLOOR PLAN, PROPOSED BUILDING
ELEVATIONS AND RENDERINGS.
TABLE 64-2-24.1 USE TABLE FROM ARTICLE 2 IN THE UDC WAS ALSO PROVIDED
FOR REFERENCE.

Please attach copies of the distributed information to this summary.

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

ONLY TWO RESIDENTS ATTENDED THE MEETING:

PATRICK HOWELL: MR. HOWELL WAS CONCERNED ABOUT THE NOISE AND
WORKING HOURS. IT WAS DISCUSSED THAT ALL OF THE LOADING WOULD BE
PERFORMED ON THE EAST SIDE OF THE BUILDING, AWAY FROM THE ADJACENT
NEIGHBORHOOD. SECURITY WAS ALSO AN ISSUE THAT WAS DISCUSSED AS MR.
HOWELL IS UNHAPPY WITH THE CURRENT HOMELESS POPULATION THAT TAKE
SHELTER BEHIND THE VACANT BUILDINGS ONSITE. IT WAS DISCUSSED THAT

Neighborhood Meeting Summary

Date: 9/16/24

Applicant: JANE STEINER

Meeting Location: 5508 MOFFETT RD MOBILE, AL

Application: ZON-UDC-003064-2024

(Meeting summary, continued)

THE NEW WAREHOUSE WOULD BE MONITORED BY NEW SECURITY CAMERAS AND THAT THE NEW WAREHOUSE WOULD HELP BRING MORE SECURITY TO THE COMMUNITY (MR. HOWELL AGREED). MR. HOWELL LIKED THAT THE BUILDING WOULD PROVIDE ADDITIONAL WIND PROTECTION DURING TROPICAL WEATHER EVENTS.

JARRETT HARWELL: NO MAJOR CONCERNS. HE MENTIONED WORK HOURS AND TRAFFIC. IT WAS DISCUSSED THAT SINCE THE TENANTS ARE NOT KNOWN, EXACT WORK HOURS ARE ALSO NOT KNOWN. IT IS ANTICIPATED TO THAT TRUCK TRAFFIC WOULD BE APPROXIMATELY 6 TRIPS/DAY.

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

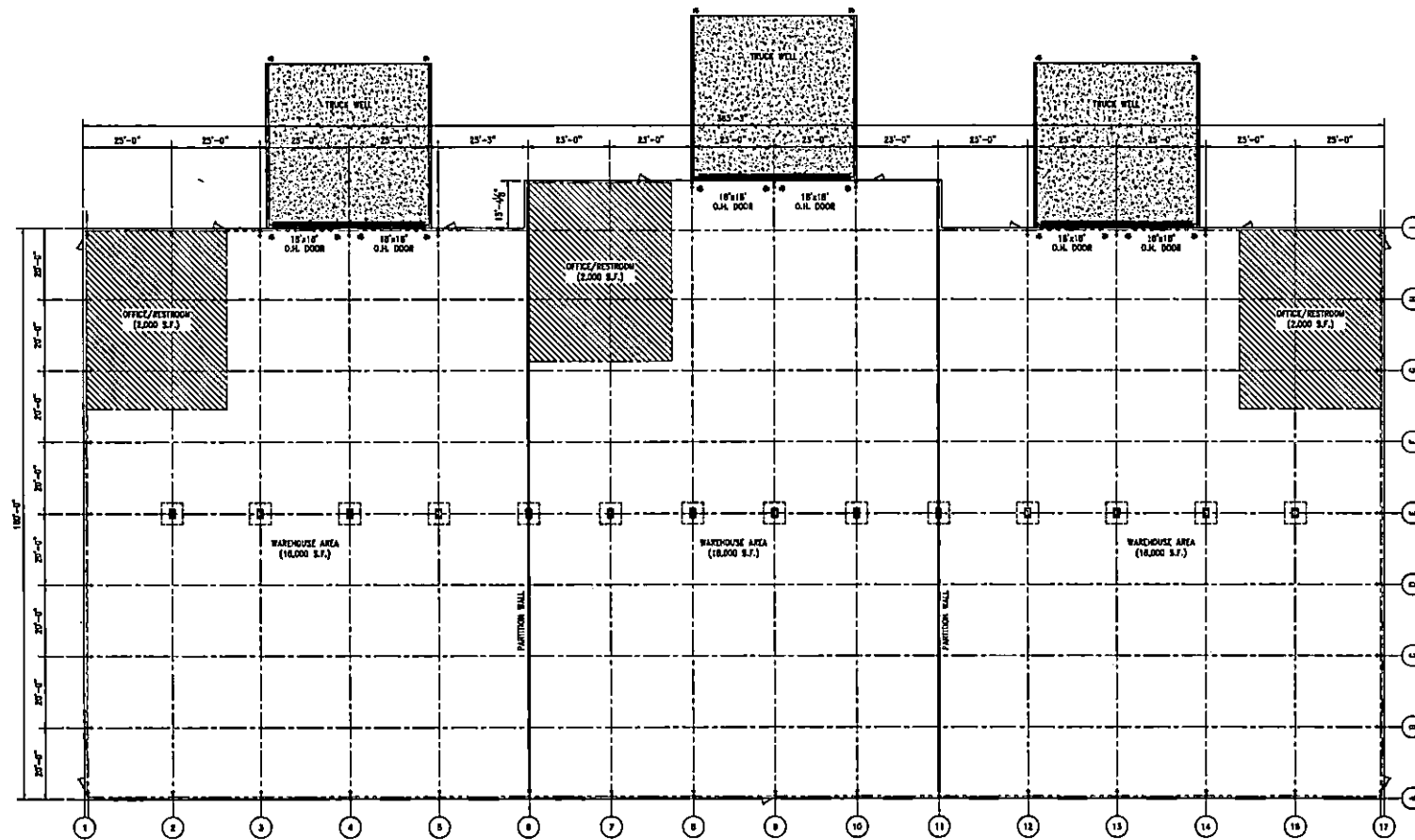
The Neighborhood Meeting ended at the following time: 5:35PM

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

X Jane Steiner Date: 9/19/24

Page 2 of 2





A	ISSUED FOR REVIEW	08/09/24	VIN	YES
REV.	DESCRIPTION	DATE	BY	CHE/T

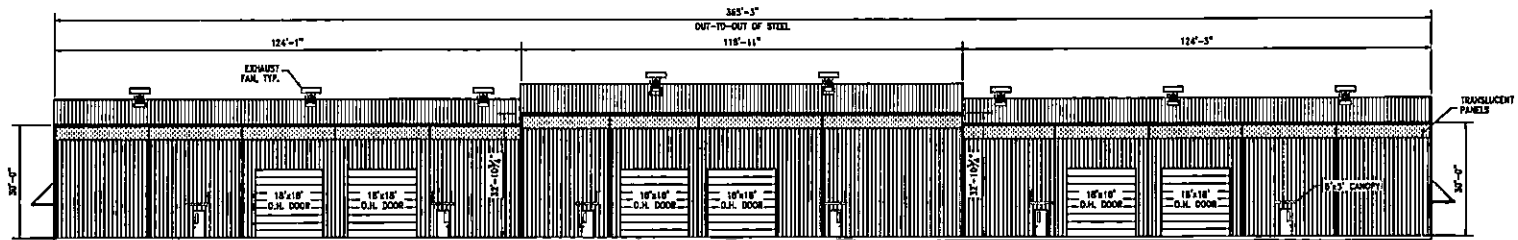
Cowles, Murphy, Glover
& ASSOCIATES
A Full Service Engineering Firm
 PERFORMANCE • RELIABILITY • EXPERIENCE

457 St Michael St, Mobile, AL 36602
Alabama (251) 433-1611
11880 Cranston Dr, Ste 102, Arlington, TN 38002
Tennessee (901) 290-5444

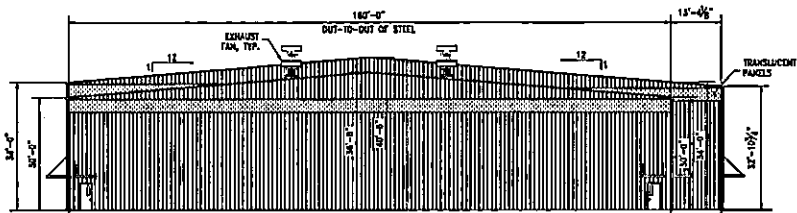
**MOBILE,
ALABAMA**

FLOOR PLAN

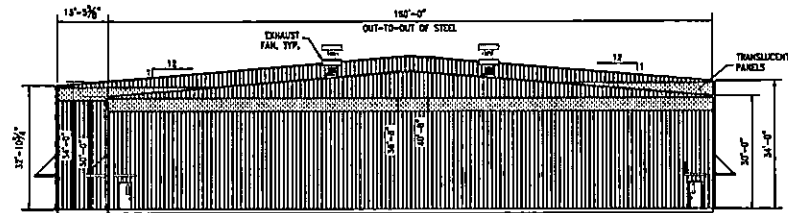
DATE	SIGN BY	DATE	INSTR	EXAM NO.
AS NOTED	VTH	08/08/24		A
FOR ALL	CHECKED BY	DATE	DATA FILE NUMBER	
4958	WDS	08/08/24		4536-S1



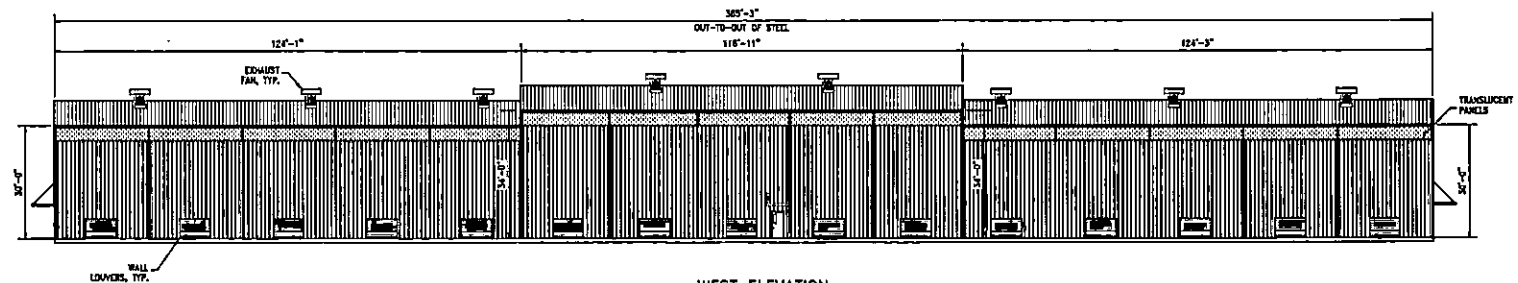
EAST ELEVATION
SCALE: 1/16"=1'-0"



SOUTH ELEVATION
SCALE: 1/16"=1'-0"



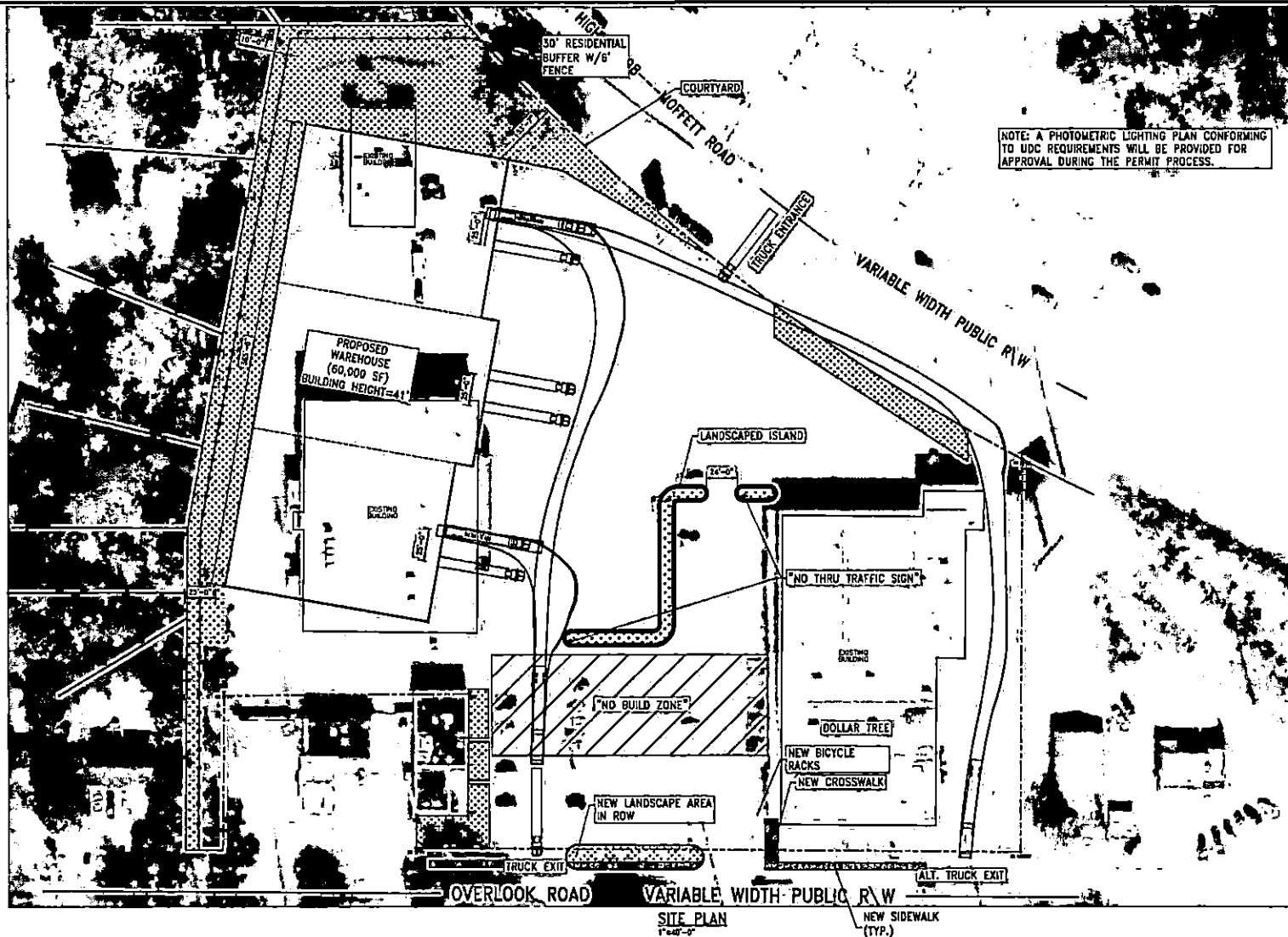
NORTH ELEVATION
SCALE: 1/16"=1'-0"



WEST ELEVATION
SCALE: 1/16"=1'-0"

D. COWLES, MURPHY, GLOVER & ASSOCIATES, INC., 2014
CONFIDENTIAL, VALUABLE, AND PROPRIETARY INFORMATION

					Cowles, Murphy, Glover & Associates A Full Service Engineering Firm PERFORMANCE • RELIABILITY • EXPERIENCE					457 St. Michael St., Mobile, AL 36602 Alabama (251) 433-1611 11880 Cranston Dr. Ste 102, Arlington, TN 38002 Tennessee (901) 290-5444					PROJECT PMG MOFFETT ROAD MOBILE, ALABAMA					SHEET EXTERIOR ELEVATIONS						
A		ISSUED FOR REVIEW		08/06/24	VTH	WBS									DATE		08/06/24		SCALE		- 0 -		SHEET NO.		A	
REV.		DESCRIPTION		DATE	BY	CHK'D									DATE		08/08/24		DRAWING NUMBER		4536-S2					
4536						WBS																				



REV.	DESCRIPTION	DATE	BY	CHK'D
B	REVISED BUILDING AND LANDSCAPING LAYOUT	09/20/24	MSF	WED
A	ISSUED FOR REVIEW	08/09/24	MSF	WED

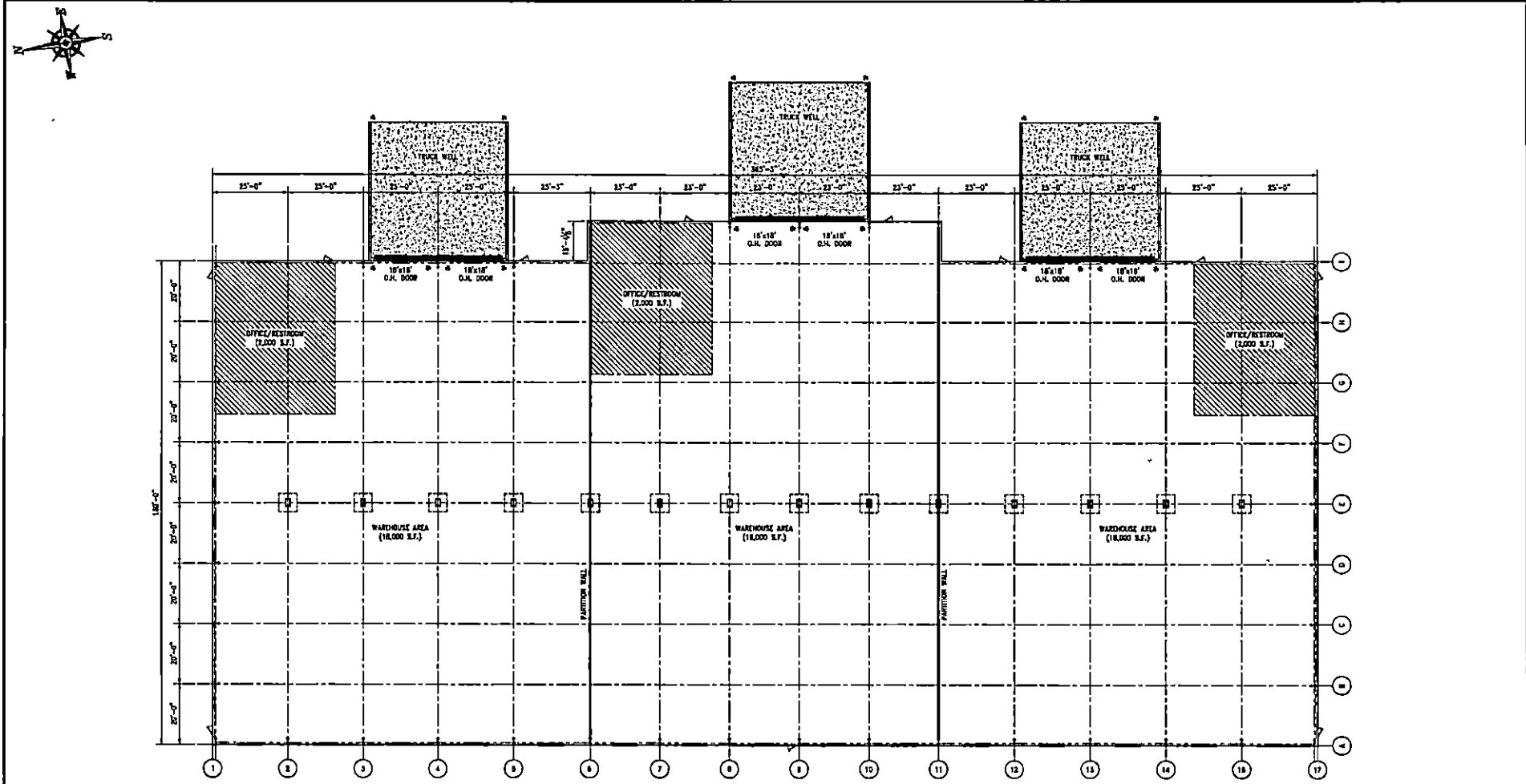
Cowles, Murphy, Glover & Associates
A Full Service Engineering Firm
PERFORMANCE • RELIABILITY • EXPERIENCE

457 St. Michael St., Mobile, AL 36602
Alabama (251) 433-1611
11880 Cranston Dr. Ste 102, Arlington, TN 38002
Tennessee (901) 290-5444

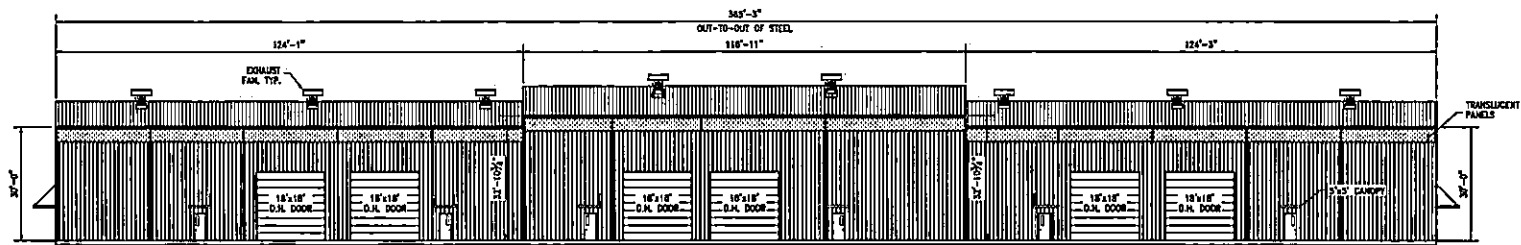
PROJECT
**PMG
MOFFETT RD.**
**MOBILE,
ALABAMA**

SITE PLAN					
SCALE	AS NOTED	DRAWN BY	MSF	DATE	08/05/24
3RD BL.	4330	CHECKED BY	MSF	DATE	08/09/24
PROJECT NUMBER					4536-C2

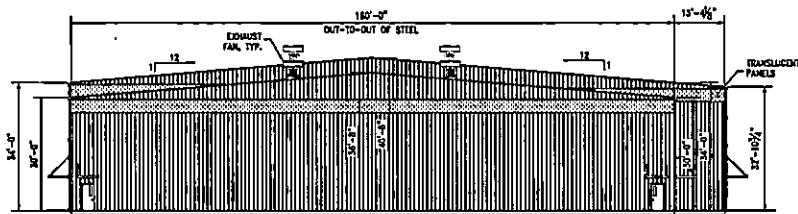
© COWLES, MURPHY, GLOVER & ASSOCIATES, INC., 2024
CONFIDENTIAL, VALUABLE, AND PROPRIETARY INFORMATION



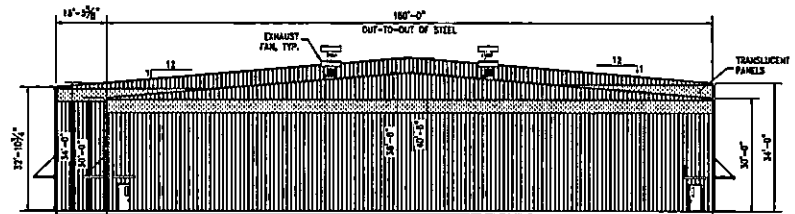
Cowles, Murphy, Glover & Associates A Full Service Engineering Firm PERFORMANCE • RELIABILITY • EXPERIENCE				457 St. Michael St., Mobile, AL 36602 Alabama (251) 433-1611 11880 Cranston Dr. Ste 102, Arlington, TN 38002 Tennessee (901) 290-5444		PROJECT PMG MOFFETT ROAD MOBILE, ALABAMA		TITLE FLOOR PLAN			
A ISSUED FOR REVIEW REV. DESCRIPTION DATE BY CHK'D				08/08/24 VTH WBS 4336		08/08/24 WBS 4336		08/08/24 WBS 4336		4536-S1	



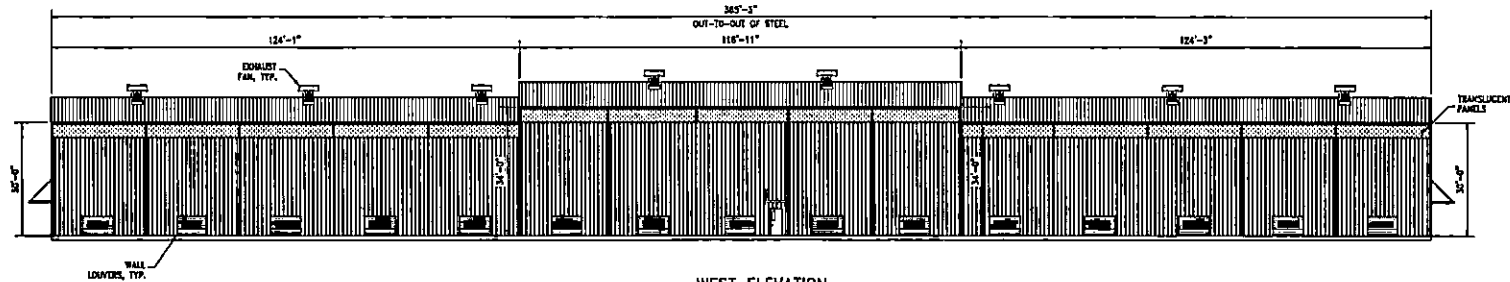
EAST ELEVATION
SCALE: 1/16"=1'-0"



SOUTH ELEVATION
SCALE: 1/16"=1'-0"



NORTH ELEVATION
SCALE: 1/16"=1'-0"



WEST ELEVATION
SCALE: 1/16"=1'-0"

© COWLES, MURPHY, GLOVER & ASSOCIATES, INC., 2014
CONFIDENTIAL, VALUABLE, AND PROPRIETARY INFORMATION

					Cowles, Murphy, Glover & ASSOCIATES A Full Service Engineering Firm		457 St. Michael St., Mobile, AL 36602 Alabama (251) 433-1611 11880 Cranston Dr. Ste 102, Arlington, TN 38002 Tennessee (901) 290-5444		PROJECT PMG MOFFETT ROAD MOBILE, ALABAMA		SHEET EXTERIOR ELEVATIONS			
A REV.		ISSUED FOR REVIEW	DATE	BY	CHK'D	PERFORMANCE • RELIABILITY • EXPERIENCE				DATE		BY	CHK'D	REVISION
		DESCRIPTION	06/08/24	VTH	WBS					06/08/24		VTH	WBS	A
										06/08/24				4536-S2

WALKER CLAUDIA Y & KENDRICK S WALKER
8545 TUNBRIDGE WELLS DR S
SEMMES, AL 36575

WARD AISHA NICOLE
9805 TRAVELER WAY
MOBILE, AL 36695

PATEL PARASKUMAR KHANDUBHAI &
MANISHAKUMARI GIRISHBHAI PACHCHIGAR
5308 MOFFETT RD
MOBILE, AL 36618

LYLE WILLIAM L & AUDRA C
6751 MOFFETT RD
MOBILE, AL 36618

PATEL PARASKUMAR KHANDUBHAI &
MANISHAKUMARI GIRISHBHAI PACHCHIGAR
5308 MOFFETT RD
MOBILE, AL 36618

LEWIS TONY F & GLORIA LULE
6751 MOFFAT RD
MOBILE, AL 36618

BESTHOFF SYDNEY J III & WALDA, LIFE EST
1055 ST CHARLES AVE SUITE 701
NEW ORLEANS, LA 70130

PRIME CARE PEDIATRICS LLC
8330 TADDISH DR N
MOBILE, AL 36695

PRICE PROPERTIES LLC
18 KINGSWAY
MOBILE, AL 36608

RENEW FAMILY DENTAL LLC
5710 KATHERINE HANKINS RD
THEODORE AL 36582

BELALLAH MAHER
9139 OLD ROMAN CIR
MOBILE, AL 36695

PRICE PROPERTIES LLC
18 KINGSWAY
MOBILE, AL 36608

PRESBYTERY OF MOBILE
855 SELMA ST
MOBILE, AL 36603

SOUTHWEST INVESTMENT GROUP LLC
7620 CUMBERLAND CT
MOBILE, AL 36695

A & J LLC
7016 CHARLESTON OAKS DR S
MOBILE, AL 36695

SHELTER CHURCH INC
1613 DONHAM DR
MOBILE, AL 36618

STANLEY FRANCES E OR DIANE S WOODWARD,
TRUSTEES, OR THEIR SUCCESSORS IN TRUST,
1550 VASSAR CT
MOBILE, AL 36695

WATSON BRANDON
1529 SAWADA DR
MOBILE, AL 36618

CARP BERNICE MCCAMPBELL & WILLIAM M
CARP
1513 SAWADA DR
MOBILE, AL 36618

STRANGE JAMES III
1511 SAWADA DR
MOBILE, AL 36618

CARTER MAKAYLLA, ADBEL JAMES ELLIOT
CARTER & MALIK CARTER
1509 SAWADA DR
MOBILE, AL 36618

KITTRELL BETTY
PO BOX 180643
MOBILE, AL 36618

SETH SABYUMVA & NDAYISHIMIYE ORENIE
5324 OVERLOOK RD
MOBILE, AL 36618

GIDDENS ALISA
1504 SAWADA DR
MOBILE, AL 36618

JEFFERY LEDARREL
1030 HEARTHSTONE CT
MOBILE, AL 36608

BROWN EMANUEL & VIRGINIA
1512 SAWADA DR
MOBILE, AL 36618

HOWELL PATRICK V & CATHERINE M
1516 SAWADA DR
MOBILE, AL 36618

HOUSTON GEORGE D II
P O BOX 180064
MOBILE, AL 36618

DUNNAM LEWIS N & PHYLIS M DUNNAM
1524 SAWADA DR
MOBILE, AL 36618

BLACKMAN MARCUS & VANICE S
6428 CHERRY RIDGE CT W
MOBILE, AL 36695

SEAWRIGHT SHARON GALE
1532 SAWADA DR
MOBILE, AL 36618

BRYANT CAROLYN BURRELL
5319 MOFFETT RD
MOBILE, AL 36618

CRABTREE DEBORAH BEECH
5311 MOFFETT RD
MOBILE, AL 36618

GRAYSON MAURICE L & VALERIE L GRAYSON
5320 OVERLOOK RD
MOBILE, AL 36618

DUNKLIN BELINDA A
5305 MOFFETT RD
MOBILE, AL 36618

AMAYA TITO B & ELIDA TAMI
5323 OVERLOOK RD
MOBILE, AL 36618

COWLES, MURPHY, GLOVER & ASSOCIATES
457 ST. MICHAEL STREET
MOBILE, AL 36602

CITY OF MOBILE, OFFICE OF CITY CLERK
WATER ST AREA URBAN RENEW PROJ 3RD
UNIT
205 GOVERNMENT PLAZA
MOBILE, AL 36644

WALDA BESTHOFF, USUFRCT
1055 ST CHARLES AVE. SUITE 701
NEW ORLEANS, LA 70130

Notice of Neighborhood Meeting

August 13th, 2024

Dear Property Owner(s):

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

(1) Rezone: Zoning Change to rezone the property at 5301 Moffet Road Mobile, AL 36618 from Neighborhood Business District (B-2) to Office Distribution District (B-5).

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

Date: August 27th, 2024

Time: 4:00 pm - 5:30 pm

Location: Forest Hill Church of God 5508 Moffett Rd, Mobile, AL 36618

You are receiving this notice because your property is located within 300 feet of **5301 Moffet Road Mobile, AL 36618**, 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,

Bruce Smith

Cowles, Murphy, Glover, & Associates

457 St. Michael St. Mobile, AL 36602

bsmith@cmg-a.com

RESOLUTION

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

Adopted:

City Clerk

Notice of Public Hearing for the Proposed Modification of a
Previously Approved Planned Unit Development for Property
Located at 6301 Grelot Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **December 10, 2024**, a public hearing will be held on the **14th** day of **January**, 2025, at 10:30 a.m., to consider adoption of an ordinance for the modification of a Previously Approved Planned Unit Development for property located at 6301 Grelot Road to allow multiple buildings on a single building site and shared access between multiple building sites.

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Planned Unit Development (PUD) was approved on June 3, 2021 to allow shared access between multiple building sites, and multiple buildings on a single building site on property located at 6301 Grelot Road and described as follows:

LOT A, CHRIST UNITED CHURCH SUBDIVISION AS PER PLAT RECORDED IN MAP BOOK 77, PAGE 18 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA.

ALSO, LOT A, RESUBDIVISION OF LOT 1 OF THE RESUBDIVISION OF LOT 2A OF CHRIST UNITED METHODIST CHURCH SUBDIVISION IN INSTRUMENT NUMBER 2023058385.

WHEREAS, the owner of said property applied for a Major Modification of a previously approved Planned Unit Development on September 17, 2024 allowing multiple buildings on a single building site and shared access between multiple building sites.

WHEREAS, the Planning Commission held a public hearing on the requested modification on November 21, 2024 and recommended approval of the Major Modification of the PUD.

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

Section One: That the Major Modification of the PUD is hereby approved.

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 14th day of January, 2025, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 18th day of December, 2024 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 6301 Grelot Road.

The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on June 3, 2021. The owner of said property has applied for a Major Modification of a previously approved Planned Unit Development allowing multiple buildings on a single building site and shared access between multiple building sites.

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

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

WHEREAS, a Planned Unit Development (PUD) was approved on June 3, 2021 to allow shared access between multiple building sites, and multiple buildings on a single building site on property located at 6301 Grelot Road and described as follows:

LOT A, CHRIST UNITED CHURCH SUBDIVISION AS PER PLAT RECORDED IN MAP BOOK 77, PAGE 18 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA.

ALSO, LOT A, RESUBDIVISION OF LOT 1 OF THE RESUBDIVISION OF LOT 2A OF CHRIST UNITED METHODIST CHURCH SUBDIVISION IN INSTRUMENT NUMBER 2023058385.

WHEREAS, the owner of said property applied for a Major Modification of a previously approved Planned Unit Development on September 17, 2024 allowing multiple buildings on a single building site and shared access between multiple building sites.

WHEREAS, the Planning Commission held a public hearing on the requested modification on November 21, 2024 and recommended approval of the Major Modification of the PUD.

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

Section One: That the Major Modification of the PUD is hereby approved.

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

Adopted:

Lisa Lambert, City Clerk

**Christ United Methodist Church
6301 Grelot Road
Council District 6
Josh Woods**



THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

December 4, 2024
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on November 21, 2024 considered the request of Christ United Methodist Church, for a Major Modification of a Previously Approved Planned Unit Development (PUD) allowing multiple buildings on a single building site and shared access between multiple building sites for the property located at 6301 Grelot Road.

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

Copies of the application and reports are attached.

Sincerely,

Stephen Guthrie
Deputy Director, Planning & Zoning Department

dla
Attachments

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

WHEREAS, a Planned Unit Development (PUD) was approved on June 3, 2021 to allow shared access between multiple building sites, and multiple buildings on a single building site on property located at 6301 Grelot Road and described as follows:

LOT A, CHRIST UNITED CHURCH SUBDIVISION AS PER PLAT RECORDED IN MAP BOOK 77, PAGE 18 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA.

ALSO, LOT A, RESUBDIVISION OF LOT 1 OF THE RESUBDIVISION OF LOT 2A OF CHRIST UNITED METHODIST CHURCH SUBDIVISION IN INSTRUMENT NUMBER 2023058385.

WHEREAS, the owner of said property applied for a Major Modification of a previously approved Planned Unit Development on September 17, 2024 allowing multiple buildings on a single building site and shared access between multiple building sites.

WHEREAS, the Planning Commission held a public hearing on the requested modification on November 21, 2024 and recommended approval of the Major Modification of the PUD.

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

Section One: That the Major Modification of the PUD is hereby approved.

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

adopted:

Lisa Lambert, City Clerk

**Christ United Methodist Church
6301 Grelot Road
Council District 6
Josh Woods**

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

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

Synopsis of Proposed Amendment to the Unified Development Code

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

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 6301 Grelot Road.

The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on June 3, 2021. The owner of said property has applied for a Major Modification of a previously approved Planned Unit Development allowing multiple buildings on a single building site and shared access between multiple building sites.

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



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

November 22, 2024

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

Re: 6301 Grelot Road
MOD-003094-2024
Christ United Church West Subdivision
Kari Givens, Byrd Surveying, Inc.
District 6
Major Modification of a previously approved Planned Unit Development allowing multiple buildings on a single building site and shared access between multiple building sites.

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

At its meeting on November 21, 2024, the Planning Commission considered the above referenced application.

After discussion the Planning Commission voted to recommend approval of the Major Planned Unit Development Modification to the City Council.

The advertising fee for this application based on the current legal description is **\$182.02**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

MOD-003094-2024 6301 Grelot Road
November 22, 2024

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

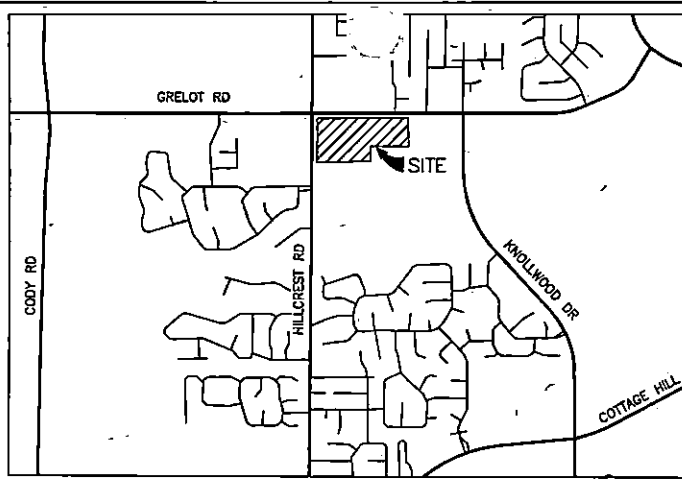
Sincerely,

MOBILE CITY PLANNING COMMISSION
Jennifer Denson, Secretary

By:



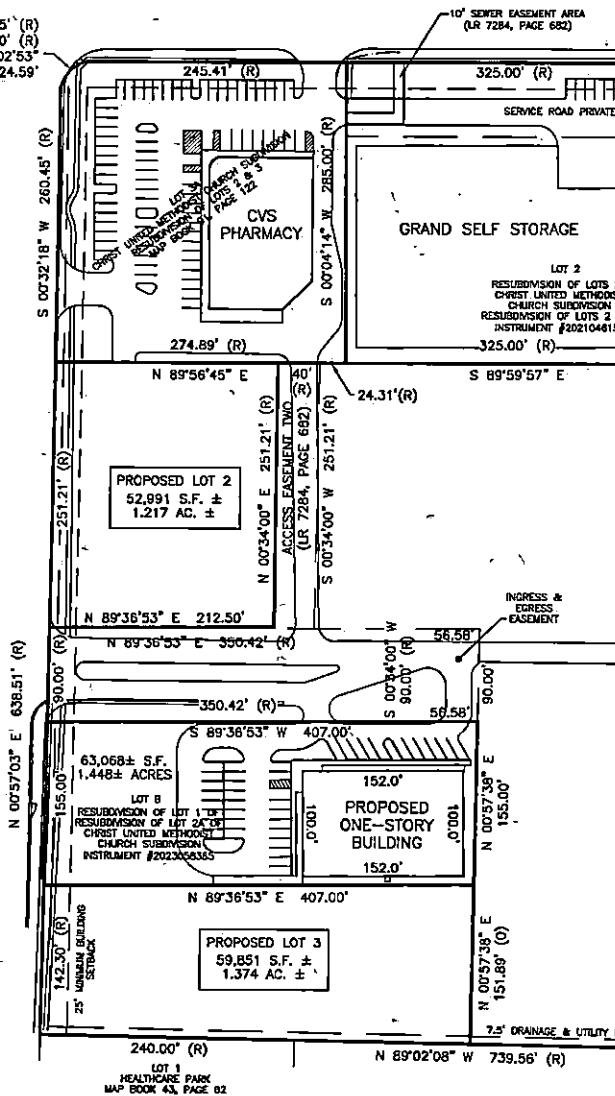
Stephen Guthrie
Deputy Director of Planning and Zoning



VICINITY MAP
NOT TO SCALE

L=38.85' (R)
R=25.00' (R)
D=89°02'53"
T=24.59'

HILLCREST ROAD (100' R.O.W.)



PUD NOTES:

- 1) ANY FUTURE CHANGES TO THE SITE PLAN WILL REQUIRE A NEW PLANNED UNIT DEVELOPMENT.
- 2) CITY OF MOBILE ENGINEERING DEPARTMENT NOTES:
 1. ANY WORK PERFORMED IN THE EXISTING ROW (RIGHT-OF-WAY) SUCH AS DRIVEWAYS, SIDEWALKS, UTILITY CONNECTIONS, GRADING, DRAINAGE, IRRIGATION, OR LANDSCAPING WILL REQUIRE A ROW PERMIT FROM THE CITY OF MOBILE ENGINEERING DEPARTMENT (208-5070) AND MUST COMPLY WITH THE CITY OF MOBILE RIGHT-OF-WAY CONSTRUCTION AND ADMINISTRATION ORDINANCE (MOBILE CITY CODE, CHAPTER 57, ARTICLE VII).
 2. A LAND DISTURBANCE PERMIT APPLICATION SHALL BE SUBMITTED FOR ANY PROPOSED LAND DISTURBING ACTIVITY WITHIN THE PROPERTY. A COMPLETE SET OF CONSTRUCTION PLANS FOR THE SITE WORK INCLUDING, BUT NOT LIMITED TO, DRAINAGE, UTILITIES, GRADING, STORM WATER DETENTION SYSTEMS, PAVING WILL NEED TO BE INCLUDED WITH THE LAND DISTURBANCE PERMIT. THIS PERMIT MUST BE SUBMITTED, APPROVED AND ISSUED PRIOR TO BEGINNING ANY OF THE CONSTRUCTION WORK.
 3. ANY AND ALL PROPOSED LAND DISTURBING ACTIVITY WITHIN THE PROPERTY WILL NEED TO BE SUBMITTED FOR REVIEW AND BE IN CONFORMANCE WITH MOBILE CITY CODE, CHAPTER 17, STORM WATER MANAGEMENT AND FLOOD CONTROL; THE CITY OF MOBILE, ALABAMA FLOOD PLAIN MANAGEMENT PLAN (1994); AND, THE RULES FOR EROSION AND SEDIMENTATION CONTROL AND STORMWATER RUNOFF CONTROL.
 4. ANY EXISTING OR PROPOSED DETENTION FACILITY SHALL BE MAINTAINED AS IT WAS CONSTRUCTED AND APPROVED. THE LAND DISTURBANCE PERMIT APPLICATION FOR ANY PROPOSED CONSTRUCTION INCLUDES A REQUIREMENT OF A MAINTENANCE AND INSPECTION PLAN (SIGNED AND NOTARIZED BY THE OWNER) FOR THE DETENTION FACILITY. THIS PLAN SHALL RUN WITH THE LAND AND BE RECORDED IN THE COUNTY PROBATE OFFICE PRIOR TO THE ENGINEERING DEPARTMENT ISSUING THEIR APPROVAL FOR A FINAL CERTIFICATE OF OCCUPANCY.
 5. THE APPROVAL OF ALL APPLICABLE FEDERAL, STATE, AND LOCAL AGENCIES (INCLUDING ALL STORM WATER RUNOFF, WETLAND AND FLOODPLAIN REQUIREMENTS) WILL BE REQUIRED PRIOR TO THE ISSUANCE OF A LAND DISTURBANCE PERMIT. THE OWNER/DEVELOPER IS RESPONSIBLE FOR ACQUIRING ALL OF THE NECESSARY PERMITS AND APPROVALS.
 6. THE PROPOSED DEVELOPMENT MUST COMPLY WITH ALL ENGINEERING DEPARTMENT DESIGN REQUIREMENTS AND POLICY LETTERS.
- 3) PROPERTY TO BE DEVELOPED IN COMPLIANCE WITH STATE AND LOCAL LAWS THAT PERTAIN TO TREE PRESERVATION AND PROTECTION ON BOTH CITY AND PRIVATE PROPERTIES (STATE ACT 51-929 AND CITY CODE CHAPTERS 57 AND 64. PRIVATE REMOVAL OF TREE IN THE RIGHT-OF-WAY WILL REQUIRE A TREE REMOVAL PERMIT.
- 4) ALL PROJECTS WITHIN THE CITY LIMITS OF MOBILE SHALL COMPLY WITH THE REQUIREMENTS OF THE CITY OF MOBILE FIRE CODE ORDINANCE, (2012 INTERNATIONAL FIRE CODE). FIRE APPARATUS ACCESS IS REQUIRED TO BE WITHIN 150' OF ALL COMMERCIAL AND RESIDENTIAL BUILDINGS. A FIRE HYDRANT IS OF ALL COMMERCIAL AND RESIDENTIAL BUILDINGS. A FIRE HYDRANT IS REQUIRED TO BE WITHIN 400' OF NON-SPRINKLED COMMERCIAL BUILDINGS AND OF NON-SPRINKLED COMMERCIAL BUILDINGS AND 600' OF SPRINKLED COMMERCIAL BUILDINGS.
- 5) DEVELOPMENT SHALL BE IN FULL COMPLIANCE WITH ALL OTHER MUNICIPAL CODES AND ORDINANCES.
- 6) NO STRUCTURES SHALL BE CONSTRUCTED OR PLACED IN ANY EASEMENTS.
- 7) PROPERTY TO BE DEVELOPED IN COMPLIANCE WITH SECTION 64-4A.2 AND 64-4A.3.c OF THE ZONING ORDINANCE REGARDING PARKING LOT SCREENING.
- 8) PROPERTY TO BE DEVELOPED IN COMPLIANCE WITH TREE AND LANDSCAPING REQUIREMENTS OF SECTION 64-4.E. OF THE ZONING ORDINANCE.
- 9) ANY PROPOSED DUMPSTER TO BE INSTALLED IN COMPLIANCE WITH SECTION 64-4.D.P. OF THE ZONING ORDINANCE.

GENERAL NOTES:

1. F.E.M.A. FLOOD INSURANCE RATE MAP NO. 0109700537 L AND 0109700541 L, COMMUNITY NO. 015007, DATED JUNE 5, 2020 INDICATES THAT THIS PROPERTY IS LOCATED IN "ZONE X (UNSHARED)" - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
2. ACTUAL BEARINGS SHOWN ARE REFERENCED TO STATE PLANE COORDINATES (WEST ZONE) NAD 83, U.S. SURVEY FEET. RECORD BEARINGS SHOWN TAKEN FROM RECORD PLAT CHRIST UNITED METHODIST CHURCH SUBDIVISION, RESUBDIVISION OF LOTS 2 AND 3 AS RECORDED IN MAP BOOK 91, PAGE 122.
3. NO STRUCTURES SHALL BE CONSTRUCTED OR PLACED WITHIN ANY EASEMENT WITHOUT PERMISSION OF THE EASEMENT HOLDER.
4. ALL EASEMENTS SHALL REMAIN IN EFFECT UNTIL VACATED THROUGH THE PROPER VACATION PROCESS.
5. ANY ON-SITE PARKING, INCLUDING ADA HANDICAP SPACES, SHOULD MEET THE MINIMUM STANDARDS AS DEFINED IN SECTION 64-6 OF THE CITY'S ZONING ORDINANCE.

0 100 200

- LEGEND**
- △ OFF CHIPPED FROM ROAD FOUND
 - △ OFF CHIPPED TOP PIPE FOUND
 - △ OFF CONCRETE MANDREL FOUND
 - △ OFF OPEN TOP IRON PIPE FOUND
 - △ OFF REBAR IRON FOUND
 - △ OFF IRON PIPE FOUND
 - OFF CHIPPED FROM ROAD SET
 - (R) RECORD
 - (O) OBSERVED
 - R.O.W. RIGHT OF WAY
 - P.O.C. POINT OF COMMENCEMENT
 - P.O.B. POINT OF BEGINNING
 - CHAIN LINK FENCE
 - WIRE FENCE
 - WOOD FENCE

MOBILE COUNTY
ALABAMA

PUD DESCRIPTION:

- LOT 1, CHRIST UNITED METHODIST CHURCH SUBDIVISION, AS RECORDED IN MAP BOOK 77 PAGE 18, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.
- LOTS A & B, RESUBDIVISION OF LOT 1 OF THE RESUBDIVISION OF LOT 2A OF CHRIST UNITED METHODIST CHURCH SUBDIVISION, AS RECORDED IN INSTRUMENT NUMBER 2023058335, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.
- LOT 3A, CHRIST UNITED METHODIST CHURCH SUBDIVISION RESUBDIVISION OF LOTS 2 & 3, AS RECORDED IN MAP BOOK 91 PAGE 122, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.
- LOTS 1, 2, AND 3, RESUBDIVISION OF LOT 2A CHRIST UNITED METHODIST CHURCH SUBDIVISION RESUBDIVISION OF LOTS 2 & 3, AS RECORDED IN INSTRUMENT NUMBER 2021046151, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

ADDITIONAL PARCELS AND IMPROVEMENTS.

PUD SITE PLAN FOR
CHRIST UNITED CHURCH
SECTION 33, T-4-S, R-2-W
MOBILE COUNTY, ALABAMA



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

October 21, 2024

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

Re: 6301 Grelot Road
MOD-003094-2024
Christ United Church West Subdivision
Kari Givens, Byrd Surveying, Inc.
District 6
Major Modification of a previously approved Planned Unit Development allowing multiple buildings on a single building site and shared access between multiple building sites.

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

After discussion the Planning Commission heldover the request until the November 21st meeting, with revisions submitted no later than November 8th, to allow the applicant to address the following:

1. Provide owner authorization for 6285 & 6293 Grelot Road and 1401 & 1475 Hillcrest Road; and
2. Revise the PUD site plan to depict the entirety of the PUD.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

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



City of Mobile • Planning & Zoning
Planning Commission Application

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

Fees

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

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

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

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

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

☐ Conditional Use Permits
Checklist A

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

☐ Planned Development
Checklist C

☒ Previously approved Planning Approvals or Planned Unit Development
Checklist D

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

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

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

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895
Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Revised February 2023

	Owner	Design Professional
Name:	ROB BLACKWELL, ADMINISTRATOR	
Firm:	CHRIST UNITED CHURCH	
Phone:	251-232-4148	
Email:	rob.blackwell@christunited.com	
Address:	6101 GRELOT ROAD, MOBILE 36609	

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

6101 & 6301 GRELOT ROAD	1,292,748 SF
Property Address KEY #02670292 & 01465818	Property Area (acres or square feet)
Parcel Number(s) or Key Number(s) B-3 & R-3	N/A
Present Zoning or Transect District	Proposed Zoning or Transect District (if applicable)

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

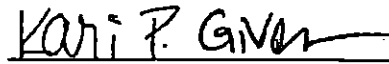
This requirement applies to any of the following applications:

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

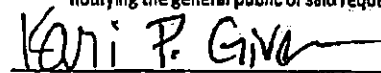
Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ☐ No

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

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

	<u>9/16/24</u>
Owner Signature	Date
	<u>9/16/24</u>
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.

	<u>9/16/24</u>
Applicant or Agent Signature	Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633
For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895
Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
Monday, Tuesday, Thursday, Friday: 8 am - 3 pm; Wednesday: 8 am - 1 pm

Revised February 2023

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

The following are required to evaluate applications for Previously approved Planning Approvals and Planned Unit Developments. Please provide a statement for all items.

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

- ☒ Planning Commission Application
- ☒ A site plan that shows existing and proposed improvements and indicates proposed modification of prior approval

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
THIS MODIFICATION IS TO ADD LOTS TO THE EXISTING PUD FOR FUTURE DEVELOPMENT.

NEIGHBORHOOD CENTER - SUBURBAN
Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.
THIS PROPOSAL AND PLAN IS COMMENSURATE WITH COMMERCIAL DEVELOPMENTS NEARBY AND OFFERS SOME
DIVERSITY IN THE AVAILABILITY OF SERVICES IN THE AREA. THE PLAN IS COMPATIBLE WITH THE SURROUNDING
NEIGHBORHOOD.
3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.
THE CIVIL SITE DESIGN WILL ENSURE THAT THE IMPACT OF THIS DEVELOPMENT ON ADJACENT PROPERTIES IS KEPT TO
A MINIMUM.
4. Does the site design include adequate public facilities and utilities? ☒ Yes ☐ No
5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
☒ Yes ☐ No

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

6. Please provide the following information:

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

N/A

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

N/A

☐ Lighting:

N/A

☐ Hours of operation:

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

N/A

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare. THERE SHOULD BE NO NOXIOUS OR OFFENSIVE ELEMENTS OR EMISSIONS.

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

THIS DEVELOPMENT OFFERS SOME DIVERSITY IN THE AVAILABILITY OF SERVICES IN THIS AREA.



City of Mobile • Planning & Zoning
Corporate Letter of Authorization

I, ROB BLACKWELL, ADMINISTRATOR, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of CHRIST UNITED CHURCH, a corporation for the property located within the city limits of Mobile, Alabama at 6101 & 6301 GRELOT ROAD.

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

BYRD SURVEYING

Designee (1)

bvrd@surveying.biz

Email

251-476-5010

Phone Number

Signature of Company Owner

Designee (2)

Email

Phone Number

9/16/24
Date

Byrd Surveying

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

October 21, 2024

Grand Self Storage, LLC
150 Government Street, Suite 1003A
Mobile, AL 36602

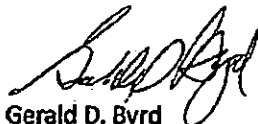
Christ United Church (CUC) was required by the Mobile City Planning Regulations to create a Planned Unit Development (PUD) in addition to the subdivision of their land to create the lot they sold you for your development. (See plat attached.) CUC is now proposing to create the two lots facing Hillcrest Road that are also shown on the attached plat. To do this, the City Planning Department requires approval from all companies owning land in the existing PUD and we are requesting for you to sign this letter and return to this office via U.S.P.S. or email.

If you have any questions concerning this proposal you may contact me or our office manager.

Gerald D. Byrd
jerry@byrdsurveying.biz
251-476-5010

Karl P. Givens
kari@byrdsurveying.biz
251-476-5010

Sincerely,



Gerald D. Byrd
GDB/kpg
Attachment

I approve of the proposed PUD modification for Christ United Church to create two additional lots.

C. William Campbell

Date 10-28-2024



CVS 7671 AL, LLC 9/0
CVS HEALTH CORPORATION ATTN:
PROPERTY ADMINISTRATION
1 CVS DR.
MOONSOCKET RI 02895

GRAND SELF STORAGE LLC
150 GOVERNMENT ST. STE 1003A
MOBILE AL 36602

RONNIE'S CAR WASH OF MOBILE
9/0 STEVEN CAMPBELL
7021 CHARLESTON OAKS DR S.
MOBILE AL 36695

CHRIST UNITED CHURCH

GRELOT ROAD (100' R.O.W.)

GRELOT ROAD

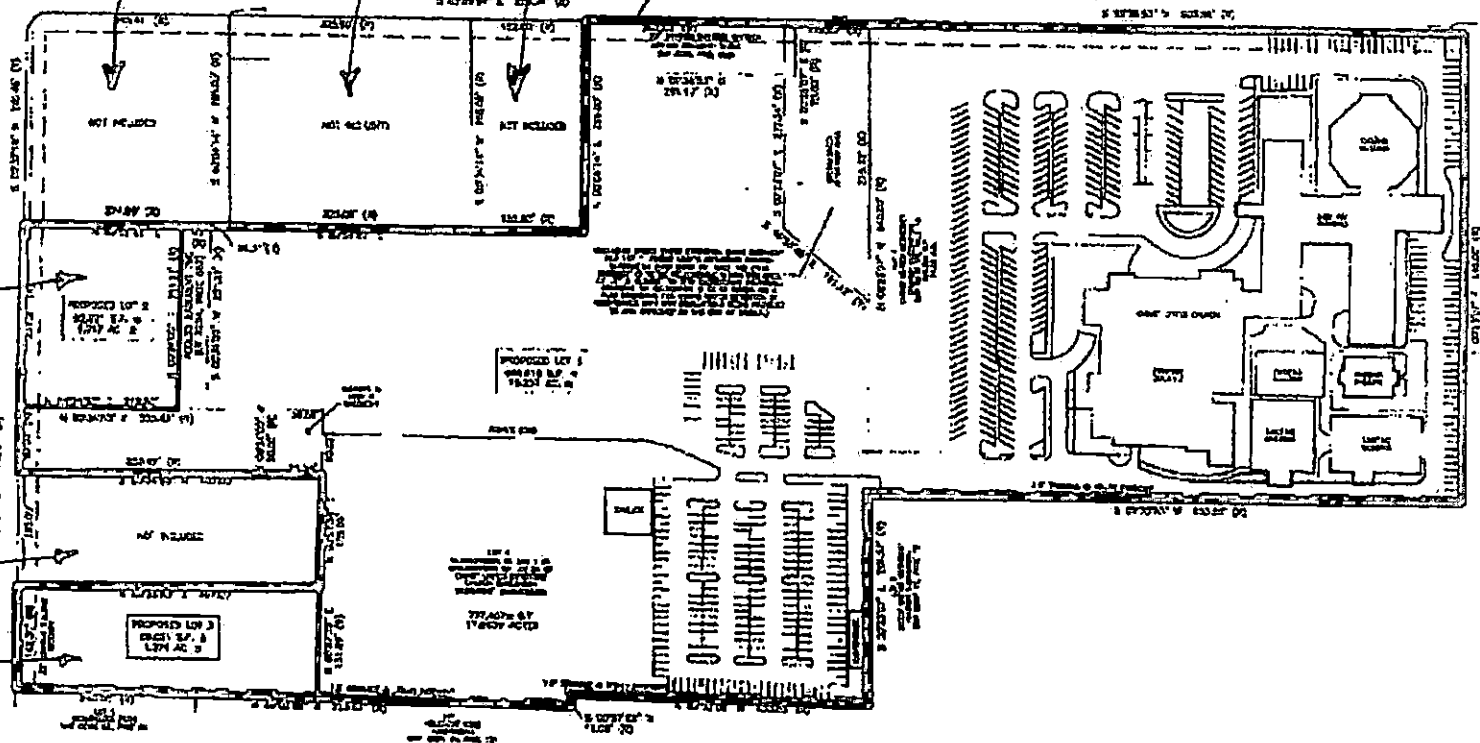
ROAD

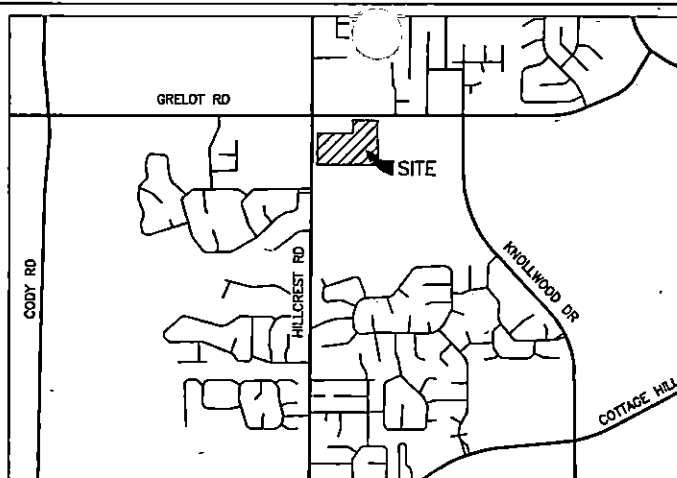
NEW LOT

HILLCREST

SWIFT CAPITAL LLC
4912 CARMEL DR. N.
MOBILE, AL 36608

NEW LOT

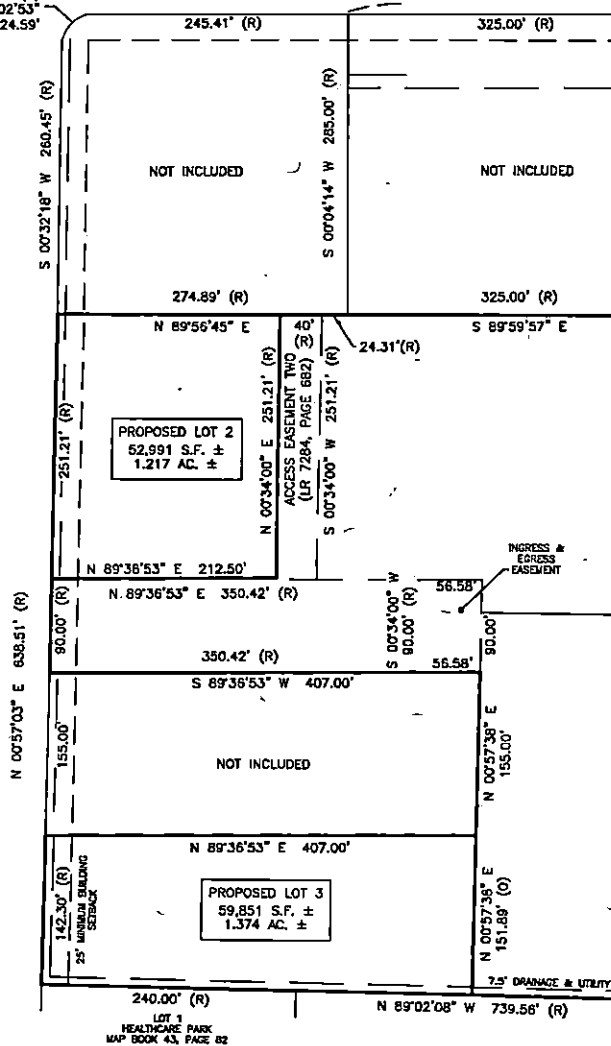




VICINITY MAP
NOT TO SCALE

L=38.85' (R)
R=25.00' (R)
D=89°02'53"
T=24.59'

HILLCREST ROAD (100' R.O.W.)



PUD NOTES:

- 1) ANY FUTURE CHANGES TO THE SITE PLAN WILL REQUIRE A NEW PLANNED UNIT DEVELOPMENT.
- 2) CITY OF MOBILE ENGINEERING DEPARTMENT NOTES:
 1. ANY WORK PERFORMED IN THE EXISTING ROW (RIGHT-OF-WAY) SUCH AS DRIVEWAYS, SIDEWALKS, UTILITY CONNECTIONS, GRADING, DRAINAGE, IRRIGATION, OR LANDSCAPING WILL REQUIRE A ROW PERMIT FROM THE CITY OF MOBILE ENGINEERING DEPARTMENT (206-6070) AND MUST COMPLY WITH THE CITY OF MOBILE RIGHT-OF-WAY CONSTRUCTION AND ADMINISTRATION ORDINANCE (MOBILE CITY CODE, CHAPTER 57, ARTICLE VI).
 2. A LAND DISTURBANCE PERMIT APPLICATION SHALL BE SUBMITTED FOR ANY PROPOSED LAND DISTURBING ACTIVITY WITHIN THE PROPERTY. A COMPLETE SET OF CONSTRUCTION PLANS FOR THE SITE WORK INCLUDING, BUT NOT LIMITED TO, DRAINAGE, UTILITIES, GRADING, STORM WATER DETENTION SYSTEMS, PAVING WILL NEED TO BE INCLUDED WITH THE LAND DISTURBANCE PERMIT. THIS PERMIT MUST BE SUBMITTED, APPROVED AND ISSUED PRIOR TO BEGINNING ANY OF THE CONSTRUCTION WORK.
 3. ANY AND ALL PROPOSED LAND DISTURBING ACTIVITY WITHIN THE PROPERTY WILL NEED TO BE SUBMITTED FOR REVIEW AND BE IN CONFORMANCE WITH MOBILE CITY CODE, CHAPTER 17, STORM WATER MANAGEMENT AND FLOOD CONTROL; THE CITY OF MOBILE, ALABAMA FLOOD PLAN MANAGEMENT PLAN (1984); AND, THE RULES FOR EROSION AND SEDIMENTATION CONTROL AND STORMWATER RUNOFF CONTROL.
 4. ANY EXISTING OR PROPOSED DETENTION FACILITY SHALL BE MAINTAINED AS IT WAS CONSTRUCTED AND APPROVED. THE LAND DISTURBANCE PERMIT APPLICATION FOR ANY PROPOSED CONSTRUCTION INCLUDES A REQUIREMENT OF A MAINTENANCE AND INSPECTION PLAN (SIGNED AND NOTARIZED BY THE OWNER) FOR THE DETENTION FACILITY. THIS PLAN SHALL RUN WITH THE LAND AND BE RECORDED IN THE COUNTY PROBATE OFFICE PRIOR TO THE ENGINEERING DEPARTMENT ISSUING THEIR APPROVAL FOR A FINAL CERTIFICATE OF OCCUPANCY.
 5. THE APPROVAL OF ALL APPLICABLE FEDERAL, STATE, AND LOCAL AGENCIES (INCLUDING ALL STORM WATER RUNOFF, WETLAND AND FLOODPLAIN REQUIREMENTS) WILL BE REQUIRED PRIOR TO THE ISSUANCE OF A LAND DISTURBANCE PERMIT. THE OWNER/DEVELOPER IS RESPONSIBLE FOR ACQUIRING ALL OF THE NECESSARY PERMITS AND APPROVALS.
 6. THE PROPOSED DEVELOPMENT MUST COMPLY WITH ALL ENGINEERING DEPARTMENT DESIGN REQUIREMENTS AND POLICY LETTERS.
- 3) PROPERTY TO BE DEVELOPED IN COMPLIANCE WITH STATE AND LOCAL LAWS THAT PERTAIN TO TREE PRESERVATION AND PROTECTION ON BOTH CITY AND PRIVATE PROPERTIES (STATE ACT 61-929 AND CITY CODE CHAPTERS 57 AND 64. PRIVATE REMOVAL OF TREE IN THE RIGHT-OF-WAY WILL REQUIRE A TREE REMOVAL PERMIT.
- 4) ALL PROJECTS WITHIN THE CITY LIMITS OF MOBILE SHALL COMPLY WITH THE REQUIREMENTS OF THE CITY OF MOBILE FIRE CODE ORDINANCE, (2012 INTERNATIONAL FIRE CODE). FIRE APPARATUS ACCESS IS REQUIRED TO BE WITHIN 150' OF ALL COMMERCIAL AND RESIDENTIAL BUILDINGS. A FIRE HYDRANT IS OF ALL COMMERCIAL AND RESIDENTIAL BUILDINGS. A FIRE HYDRANT IS REQUIRED TO BE WITHIN 400' OF NON-SPRINKLED COMMERCIAL BUILDINGS AND OF NON-SPRINKLED COMMERCIAL BUILDINGS AND 600' OF SPRINKLED COMMERCIAL BUILDINGS.
- 5) DEVELOPMENT SHALL BE IN FULL COMPLIANCE WITH ALL OTHER MUNICIPAL CODES AND ORDINANCES.
- 6) NO STRUCTURES SHALL BE CONSTRUCTED OR PLACED IN ANY EASEMENTS.
- 7) PROPERTY TO BE DEVELOPED IN COMPLIANCE WITH SECTION 64-1-AJ2 AND 64-6-AJ.1.c OF THE ZONING ORDINANCE REGARDING PARKING LOT SCREENING.
- 8) PROPERTY TO BE DEVELOPED IN COMPLIANCE WITH TREE AND LANDSCAPING REQUIREMENTS OF SECTION 64-4.E. OF THE ZONING ORDINANCE.
- 9) ANY PROPOSED DUMPSTER TO BE INSTALLED IN COMPLIANCE WITH SECTION 64-4.D.P. OF THE ZONING ORDINANCE.

GENERAL NOTES:

1. F.E.M.A. FLOOD INSURANCE RATE MAP NO. 0109702537 L AND 0109702541 L, COMMUNITY NO. 015007, DATED JUNE 5, 2020 INDICATES THAT THIS PROPERTY IS LOCATED IN "ZONE X (UNSHADE)" - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
2. ACTUAL BEARINGS SHOWN ARE REFERENCED TO STATE PLANE COORDINATES (WEST ZONE) AND BY U.S. SURVEY FEET. RECORD BEARINGS SHOWN TAKEN FROM RECORD PLAT CHRIST UNITED METHODIST CHURCH SUBDIVISION, RESUBDIVISION OF LOTS 2 AND 3 AS RECORDED IN MAP BOOK 91, PAGE 122.
3. NO STRUCTURES SHALL BE CONSTRUCTED OR PLACED WITHIN ANY EASEMENT WITHOUT PERMISSION OF THE EASEMENT HOLDER.
4. ALL EASEMENTS SHALL REMAIN IN EFFECT UNTIL VACATED THROUGH THE PROPER VACATION PROCESS.
5. ANY ON-SITE PARKING, INCLUDING ADA HANDICAP SPACES, SHOULD MEET THE MINIMUM STANDARDS AS DEFINED IN SECTION 64-6 OF THE CITY'S ZONING ORDINANCE.

LEGEND

- △ CRT COFFED IRON ROD FOUND
- △ CTF COFFED TOP PIPE FOUND
- △ CMF CONCRETE MOUND FOUND
- △ OTF OPEN TOP IRON PIPE FOUND
- △ RFP REBAR FOUND
- △ RFF IRON FRI FOUND
- CRS COFFED IRON ROD SET
- (R) RECORD
- (O) OBSERVED
- ALINE RIGHT OF WAY
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- CHAIN LINK FENCE
- WIRE FENCE
- WOOD FENCE

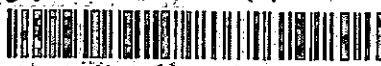
MOBILE COUNTY
ALABAMA

PUD DESCRIPTION:

LOT A CHRIST UNITED CHURCH SUBDIVISION AS PER PLAT RECORDED IN MAP BOOK 77, PAGE 18 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA.

LOT A, RESUBDIVISION OF LOT 1 OF THE RESUBDIVISION OF LOT 2A OF CHRIST UNITED METHODIST CHURCH SUBDIVISION IN INSTRUMENT NUMBER 2023050325.

PUD SITE PLAN FOR
CHRIST UNITED CHURCH
SECTION 33, T-4-S, R-2-W
MOBILE COUNTY, ALABAMA

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
☐ Complete items 1, 2, and 3. ☐ Print your name and address on the reverse so that we can return the card to you. ☐ Attach this card to the back of the mailpiece, or on the front if space permits. 1. Article Addressed to: Romie's Car Wash of Mobile 40 Steven Campbell 7021 Charleston Oaks Trl S. Mobile, AL 36695  9590 9402 8809 4005 6484 86 2. Article Number (Transfer from service label) 7022 2410 0002 6017 3139	A. Signature X <i>Skinner Andrew</i> ☐ Agent ☐ Addressee B. Received by (Printed Name) <i>Skinner Andrew</i> C. Date of Delivery 11/24 D. Is delivery address different from item 1? ☐ Yes ☐ No If YES, enter delivery address below: 3. Service Type ☐ Adult Signature ☐ Priority Mail Express® ☐ Adult Signature Restricted Delivery ☐ Registered Mail™ ☐ Certified Mail® ☐ Registered Mail Restricted Delivery ☐ Certified Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Collect on Delivery ☐ Signature Confirmation™ Restricted Delivery ☐ Collect on Delivery Restricted Delivery ☐ Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery (over \$500)	☐ Complete items 1, 2, and 3. ☐ Print your name and address on the reverse so that we can return the card to you. ☐ Attach this card to the back of the mailpiece, or on the front if space permits. 1. Article Addressed to: Grand Self Storage, LLC 150 Government Street Suite 1003-A Mobile, AL 36602  9590 9402 8809 4005 6485 09 2. Article Number (Transfer from service label) 722 2410 0002 6017 3122	A. Signature X <i>Debra Lee</i> ☐ Agent ☐ Addressee B. Received by (Printed Name) Debra Lee C. Date of Delivery 11/24 D. Is delivery address different from item 1? ☐ Yes ☐ No If YES, enter delivery address below: 3. Service Type ☐ Adult Signature ☐ Priority Mail Express® ☐ Adult Signature Restricted Delivery ☐ Registered Mail™ ☐ Certified Mail® ☐ Registered Mail Restricted Delivery ☐ Certified Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Collect on Delivery ☐ Signature Confirmation™ Restricted Delivery ☐ Collect on Delivery Restricted Delivery ☐ Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery (over \$500)

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
☐ Complete items 1, 2, and 3. ☐ Print your name and address on the reverse so that we can return the card to you. ☐ Attach this card to the back of the mailpiece, or on the front if space permits. 1. Article Addressed to: CVS Health AL LLC 910 CVS Health Corp 1 CVS Drive Woonsocket RI 02895  9590 9402 8809 4005 6484 79 2. Article Number (Transfer from service label) 7022 2410 0002 6017 2224	A. Signature X <i>Victor Daveiga</i> ☐ Agent ☐ Addressee B. Received by (Printed Name) OCT 30 2024 C. Date of Delivery 10/2 D. Is delivery address different from item 1? ☐ Yes ☐ No If YES, enter delivery address below: 3. Service Type ☐ Adult Signature ☐ Priority Mail Express® ☐ Adult Signature Restricted Delivery ☐ Registered Mail™ ☐ Certified Mail® ☐ Registered Mail Restricted Delivery ☐ Certified Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Collect on Delivery ☐ Signature Confirmation™ Restricted Delivery ☐ Collect on Delivery Restricted Delivery ☐ Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery (over \$500)	☐ Complete items 1, 2, and 3. ☐ Print your name and address on the reverse so that we can return the card to you. ☐ Attach this card to the back of the mailpiece, or on the front if space permits. 1. Article Addressed to: Swift Capital LLC 4912 Carmel Dr N. Mobile AL 36608  9590 9402 8809 4005 6484 93 2. Article Number (Transfer from service label) 722 2410 0002 6017 2231	A. Signature X <i>Leahman</i> ☐ Agent ☐ Addressee B. Received by (Printed Name) 10/2 C. Date of Delivery 10/2 D. Is delivery address different from item 1? ☐ Yes ☐ No If YES, enter delivery address below: 3. Service Type ☐ Adult Signature ☐ Priority Mail Express® ☐ Adult Signature Restricted Delivery ☐ Registered Mail™ ☐ Certified Mail® ☐ Registered Mail Restricted Delivery ☐ Certified Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Collect on Delivery ☐ Signature Confirmation™ Restricted Delivery ☐ Collect on Delivery Restricted Delivery ☐ Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery (over \$500)



City of Mobile • Planning & Zoning
Planning Commission Application

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

Fees

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

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

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

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

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

☐ Conditional Use Permits
Checklist A

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

☐ Planned Development
Checklist C

☒ Previously approved Planning Approvals or Planned Unit Development
Checklist D

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

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

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

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Revised February 2023

	Owner	Design Professional
Name:	ROB BLACKWELL, ADMINISTRATOR	
Firm:	CHRIST UNITED CHURCH	
Phone:	251-232-4148	
Email:	rob.blackwell@christunited.com	
Address:	6101 GRELOT ROAD, MOBILE 36609	

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

6101 & 6301 GRELOT ROAD	1,292,748 SF
Property Address KEY #02670292 & 01465818	Property Area (acres or square feet)
Parcel Number(s) or Key Number(s) B-3 & R-3	N/A
Present Zoning or Transect District	Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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


Owner Signature

9/16/24
Date

Kari P. Giver
Applicant or Agent Signature (if applicable)

9/16/24
Date

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

Kari P. Giver
Applicant or Agent Signature

9/16/24
Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633
For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895
Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Revised February 2013

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

The following are required to evaluate applications for Previously approved Planning Approvals and Planned Unit Developments. Please provide a statement for all items.

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

- ☒ Planning Commission Application
 - ☒ A site plan that shows existing and proposed improvements and indicates proposed modification of prior approval
-

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
THIS MODIFICATION IS TO ADD LOTS TO THE EXISTING PUD FOR FUTURE DEVELOPMENT.

NEIGHBORHOOD CENTER - SUBURBAN
Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.
THIS PROPOSAL AND PLAN IS COMMENSURATE WITH COMMERCIAL DEVELOPMENTS NEARBY AND OFFERS SOME
DIVERSITY IN THE AVAILABILITY OF SERVICES IN THE AREA. THE PLAN IS COMPATIBLE WITH THE SURROUNDING
NEIGHBORHOOD.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.
THE CIVIL SITE DESIGN WILL ENSURE THAT THE IMPACT OF THIS DEVELOPMENT ON ADJACENT PROPERTIES IS KEPT TO
A MINIMUM.

4. Does the site design include adequate public facilities and utilities? ☒ Yes ☐ No
5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
☒ Yes ☐ No

Build Mobile, PO Box 1827, Mobile, Alabama 36633
For more information: www.BuildMobile.org | planning@ciyoofmobile.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

6. Please provide the following information:

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

N/A

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

N/A

☐ Lighting:

N/A

☐ Hours of operation:

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

N/A

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare. THERE SHOULD BE NO NOXIOUS OF OFFENSIVE ELEMENTS OR EMISSIONS.

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

THIS DEVELOPMENT OFFERS SOME DIVERSITY IN THE AVAILABILITY OF SERVICES IN THIS AREA.

Byrd Surveying

2609 Halls Mill Road
Mobile, AL 36606

Christ United Church

6101 Grelot Road
Mobile, AL 36609

Ronny's Car Wash of Mobile
c/o Steven Campbell
7021 Charleston Oaks Dr. S.
Mobile, AL 36695

Grand Self Storage, LLC
150 Government St., Ste. 1003A
Mobile, AL 36602

CVS 7671 AL, LLC
c/o CVS Health Corporation
1 CVS Drive
Woonsocket, RI 02895

Atalaya, Cooper Street, Forest View, &
HVG Ashford Place
c/o Highlands Vista Group
1800 Glenarm Place, Suite 701
Denver, CO 80202

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

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

Summit Hillcrest, LLC
c/o Summit Equity Investments, Inc.
13063 Ventura Blvd., #200
Studio City, CA 91604

Rosalyn Jongebloed Salter
9565 Scott Dairy Loop Road S.
Mobile, AL 36695

Revocable Trust Walter A. Jones
2417 Huffman Drive West
Mobile, AL 36693

Sandra P. Laurendine
6400 Sugar Creek Drive N.
Mobile, AL 36695

CMF III Lenox Gates, LLC
4890 W. Kennedy Blvd., Ste 200
Tampa, FL 33609

Nam Kyu Yoon
3399 Woodward Drive
Mobile, AL 36695

Phuong P. Hoang
1436 Hillcrest Road
Mobile, AL 36695

TSW Enterprises, LLC
3900 Montclair Way
Mobile, AL 36609

1428 HCR, LLC
753 Nichols Avenue
Fairhope, AL 36532

M D Price Builder, Inc.
2104 Belmont Court
Mobile, AL 36695

Jimmy & Sheila Andrews, Jr. Revocable
Trust, Trustees
1628 Sugar Creek Drive W.
Mobile, AL 36695

Alfa Mutual Insurance Company
Attn: Barry Grace
P. O. Box 11000
Montgomery, AL 36111

Fourteen 04 Hillcrest, LLC
3700 Gulf Court
Theodore, AL 36582

McDonald's Corporation
P. O. Box 182571
Columbus, OH 43218

CAE Properties I, LLC
2862 Dauphin Street
Mobile, AL 36606

Live Life Realty, LLC
26050 Predazzer Ln., Suite D
Daphne, AL 36526

Quackenbush Family Partnership, Ltd
703 Merwina Avenue
Mobile, AL 36606

Benjawan Tripatcha
6616 Apple Cross Drive N.
Mobile, AL 36695

D'Iberville Properties, LLC
P. O. Box 850098
Mobile, AL 36685

Jack T. Billings, Jr., Trustee
c/o X-L Services, Inc.
834 W. Poplar Ave, Suite 1
Collierville, TN 38017

Hillcrest Marketplace Investors, LLC
240 Brookstone Centre Parkway
Columbus, GA 31904

Topping II, LLC
2525 S. Brentwood Blvd., Suite 103
St. Louis, MO 63144

Storage Trust Properties, LP
Dept PT AL 28185
P. O. Box 25025
Glendale, CA 91201

Grelot Mini Storage, Inc.
Dept PT AL 28185
P. O. Box 25025
Glendale, CA 91201

Macarthur Place POA
c/o Graham, Brawn, & Dutton
6000 Grelot Road
Mobile, AL 36609

Grelot Properties, LLC
6110 Grelot Road
Mobile, AL 36609

Norris & Sharon Stanford
6113 Macarthur Place Ct. S.
Mobile, AL 36695

Michael Seymour
7285 Sable Palms Drive
Mobile, AL 36695

Theodore & Carmel Alvis
6105 Macarthur Place Ct. S.
Mobile, AL 36695

Patrick Johns
6101 Macarthur Place Ct. S.
Mobile, AL 36695

Curtis & Avery Railey
1274 Savannah Drive
Mobile, AL 36609

Thomas & Ruth Peavy, II
1278 Savannah Drive
Mobile, AL 36609

Hamed A. Tefaghi
1282 Savannah Drive
Mobile, AL 36609

Savannah Joint Venture
c/o Savannah Trace Owners Assoc.
P. O. Box 91674
Mobile, AL 36691

Swift Capital, LLC
4912 Carmel Drive N.
Mobile, AL 36608



Agenda Item # 1 - HOLDOVER

SUB-003093-2024 & MOD-003094-2024

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

[Applicant Materials for Consideration – Subdivision](#)

[Applicant Materials for Consideration – PUD Modification](#)

DETAILS

Location:

6301 Grelot Road

Subdivision Name:

Christ United Methodist Church West Subdivision

Applicant / Agent:

Kari Givens, Byrd Surveying, Inc.

Property Owner:

Christ United Methodist Church

Current Zoning:

B-3, Community Business Suburban District and R-3,
Multi-Family Residential Suburban District

Future Land Use:

Suburban Center and Mixed Commercial Corridor

Applicable Codes, Policies, and Plans:

- Unified Development Code (UDC)
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

Schedule for Development:

- Not Applicable

Proposal:

- Subdivision approval to create three (3) legal lots of record
- Modification of a previously approved Planned Unit Development

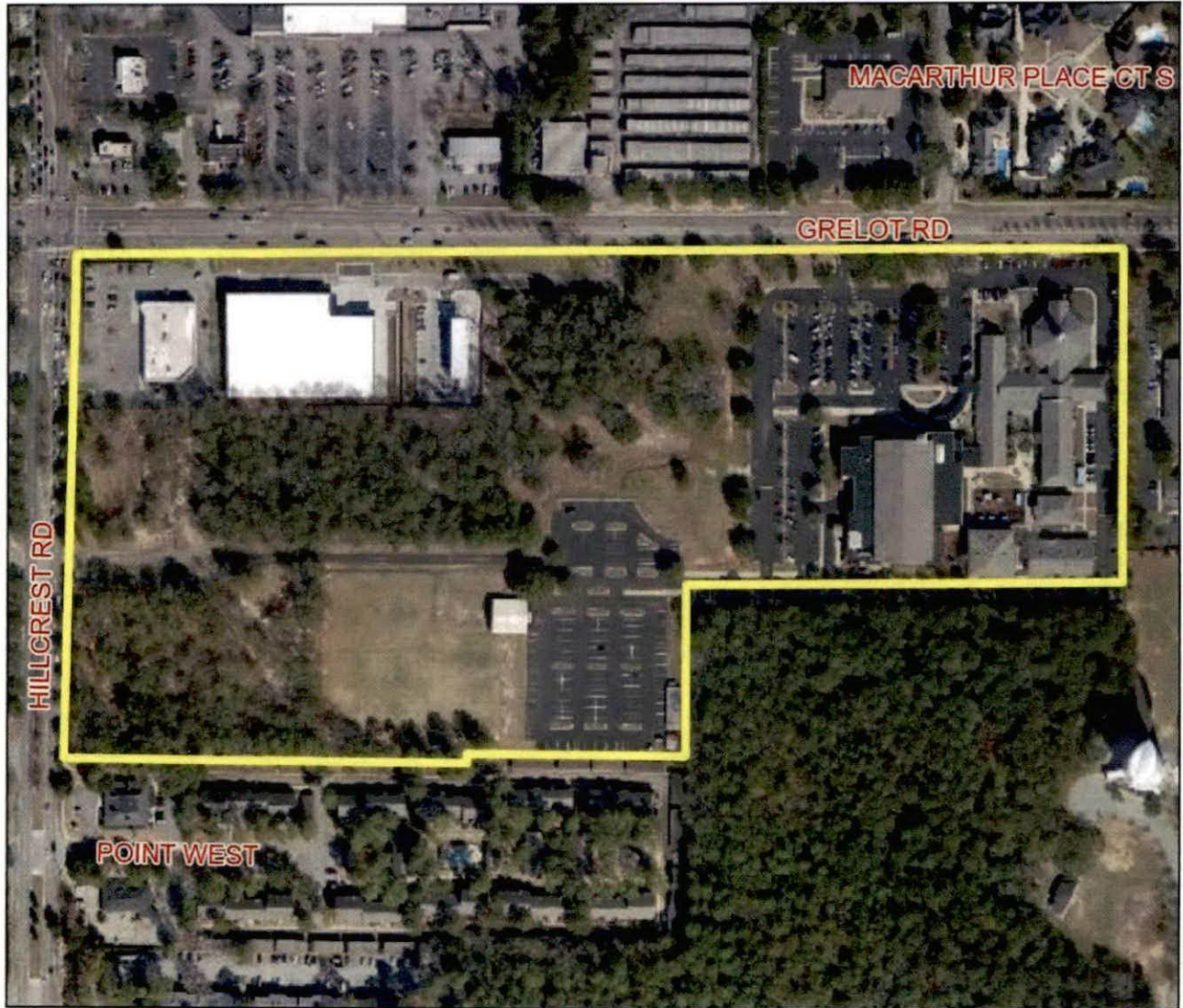
Commission Considerations:

- Holdover

Report Contents:

	Page
Context Map	2
Holdover Comments	3
Subdivision Holdover Considerations	3
PUD Modification Holdover Considerations	3
Site History	4
Staff Comments	4
Subdivision Considerations	6
PUD Modification Considerations	6
Exhibits	8

PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial and residential units.

APPLICATION NUMBER <u>1</u> DATE <u>November 21, 2024</u>
APPLICANT <u>Christ United Church West Subdivision</u>
REQUEST <u>Subdivision, PUD Modification</u>



HOLDOVER COMMENTS

The application was heldover by the Planning Commission at its October 17, 2024 meeting to allow the applicant to submit owner authorization for 6285 & 6293 Grelot Road and 1401 & 1475 Hillcrest Road; and revise the PUD site plan to depict the entirety of the PUD.

The applicant has submitted a revised site plan depicting the entirety of the PUD, as required.

The applicant also submitted authorization from the property owner of 6293 Grelot Road, and copies of certified mail receipts where letters seeking owner authorization were sent, but not received back. It may be appropriate to holdover the application to allow more time for the applicant to obtain these required authorizations.

It should also be noted that the applicant is requesting to remove proposed Lots 2 and 3 from the Planned Unit Development (PUD). PUD approvals are site plan specific, and approvals may contain specific conditions regarding site access, site design and site buffering – all of which may differ from the standard requirements of the Zoning Ordinance and Subdivision Regulations. Therefore, removal of a property from a PUD may require that specific conditions from the PUD be placed on the property being removed from the PUD. Furthermore, changes to the PUD may trigger additional conditions due to the alteration of various development factors, such as property access. For this site, the proposed removal of Lots 2 and 3 from the PUD - where it was assumed that these properties would access private internal drives - would then limit these properties to access only to and from Hillcrest Road, which would then potentially necessitate additional review by and conditions from Engineering and Traffic Engineering and possible amendment of recorded subdivision plats and new zoning conditions.

SUBDIVISION HOLDOVER CONSIDERATIONS

Standards of Review:

Subdivision review examines the site with regard to promoting orderly development, protecting general health, safety and welfare, and ensuring that development is correlated with adjacent developments and public utilities and services, and to ensure that the subdivision meets the minimum standards set forth in the Subdivision Regulations for lot size, road frontage, lot configuration, etc.

Considerations:

The Planning Commission should consider holdover of the request until the December 19th meeting, with revisions submitted no later than December 6th, to allow the applicant to address the following:

1. Required information for the associated Major Modification of the PUD.

PUD MODIFICATION HOLDOVER CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in 64-5-8-B.2.(b)(5) states the following concerning Planned Unit Development Modifications:

Approval Criteria. The Planning Commission shall not recommend a major modification for approval, and the City Council shall not approve the modification, unless the proposed modification:

1. Is consistent with all applicable requirements of this Chapter;

2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:
 - a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
 - b. Includes adequate public facilities and utilities;
5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
7. Shall not be detrimental or endanger the public health, safety or general welfare.
8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

Considerations:

The Planning Commission should consider holdover of the request until the December 19th meeting, with revisions submitted no later than December 6th, to allow the applicant to address the following:

1. Provision of owner authorization for 6285 Grelot Road and 1401 & 1475 Hillcrest Road.

SITE HISTORY

Since 1997, the subject site has had Planning Approvals to allow a church in a R-3, Multi-Family Residential District, as well as Planned Unit Developments (PUDs) to allow multiple buildings on a single building site as well as shared access between multiple building sites. The most recent applications for the site were a two (2) lot Subdivision and Major Modification of a Previously Approved PUD in September 2023 which allowed the creation of a baseball and softball academy currently under construction. No changes are being made to the existing church, therefore a Modification to the Previously Approved Planning Approval is not required at this time.

In 2017, the site was before the Board of Zoning Adjustment to allow the church at 6101 Grelot Road to erect a digital sign less than 300-feet from residentially zoned property; the variance was approved.

STAFF COMMENTS

Engineering Comments:

Subdivision

FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review):

- A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.

- B. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Modification of Planned Unit Development

Retain PUD NOTE #2 (City of Mobile Engineering Department Notes).

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

Planning Comments:

Subdivision

The applicant is proposing a 3-lot, 17.85±-acre subdivision from a single existing legal lot of record. The site is served by public water and sanitary sewer services.

The site has frontages along Grelot Road and Hillcrest Road, both major streets on the Major Street Plan with compliant 100-foot rights-of-way, making no dedications necessary. There are also private service roads, both existing, internal to the development.

All three (3) lots, as proposed, will exceed the minimum size requirements for lots served by public water and sanitary sewer in a B-3, Community Business Suburban District. Each lot is labeled with its size in both square feet and acres on the preliminary plat, and this information should be retained on the Final Plat, if approved; or the provision of a table on the Final Plat with the same information will suffice.

The required 25-foot minimum front yard setback is illustrated along both Grelot Road and Hillcrest Road, and should be retained on the Final Plat, if approved.

The preliminary plat depicts several existing easements: three (3) access easements, a stormwater detention basin easement, and a drainage and utility easement. These easements should be retained on the Final Plat, if

approved, as well as the note stating that no structures are allowed to be erected in any easement, without the easement holder's permission.

Planned Unit Development Modification

The purpose of the Planned Unit Development Modification under consideration is to amend the previously approved Planned Unit Development to include the newly created lots. No new improvements or alterations are proposed to be made to any of the lots at this time. At the time that development is proposed for the two (2) new lots, a new Major Modification application will be required.

Any changes to the scope of operations or the building footprint for the church located at 6101 Grelot Road will require Modification to the Previously Approved Planning Approval.

It should be noted that the originally approved PUD includes several properties that are not included in the current application site plan or application authorizations: 6285 & 6293 Grelot Road and 1401 & 1475 Hillcrest Road. Therefore, the current applications should be heldover to give the applicant time to obtain owner authorization of these lots and revising the PUD site plan to include the entirety of the PUD prior to the Planning Commission making a determination.

SUBDIVISION CONSIDERATIONS

Standards of Review:

Subdivision review examines the site with regard to promoting orderly development, protecting general health, safety and welfare, and ensuring that development is correlated with adjacent developments and public utilities and services, and to ensure that the subdivision meets the minimum standards set forth in the Subdivision Regulations for lot size, road frontage, lot configuration, etc.

Considerations:

The Planning Commission should consider holdover of the request until the November 21st meeting, with revisions submitted no later than November 8th, to allow the applicant to address the following:

2. Required information for the associated Major Modification of the PUD.

PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in 64-5-8-B.2.(b)(5) states the following concerning Planned Unit Development Modifications:

Approval Criteria. The Planning Commission shall not recommend a major modification for approval, and the City Council shall not approve the modification, unless the proposed modification:

1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;

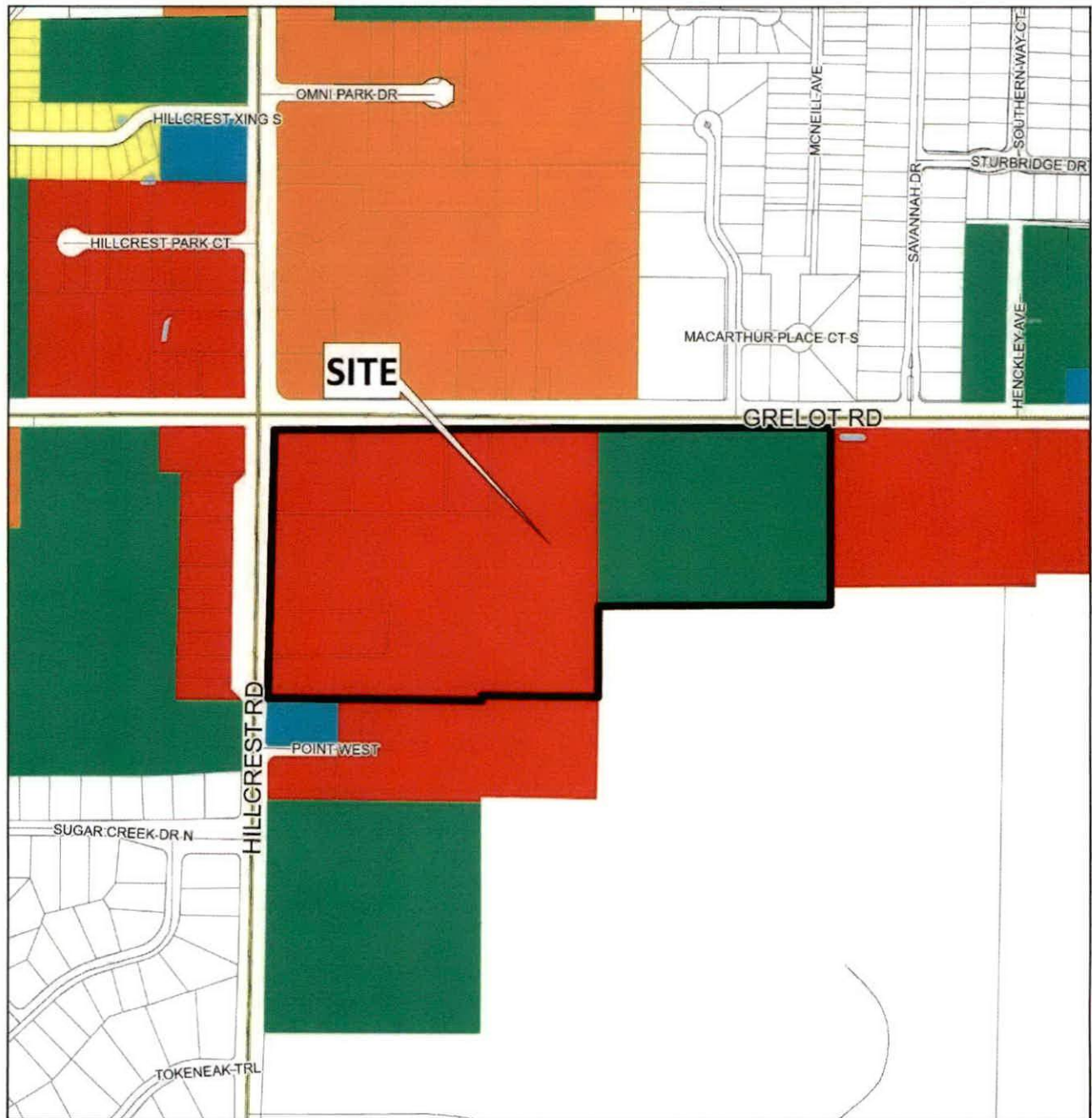
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:
 - a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
 - b. Includes adequate public facilities and utilities;
5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
7. Shall not be detrimental or endanger the public health, safety or general welfare.
8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

Considerations:

The Planning Commission should consider holdover of the request until the November 21st meeting, with revisions submitted no later than November 8th, to allow the applicant to address the following:

2. Provision of owner authorization for 6285 & 6293 Grelot Road and 1401 & 1475 Hillcrest Road; and
3. Revision of the PUD site plan to depict the entirety of the PUD.

LOCATOR ZONING MAP



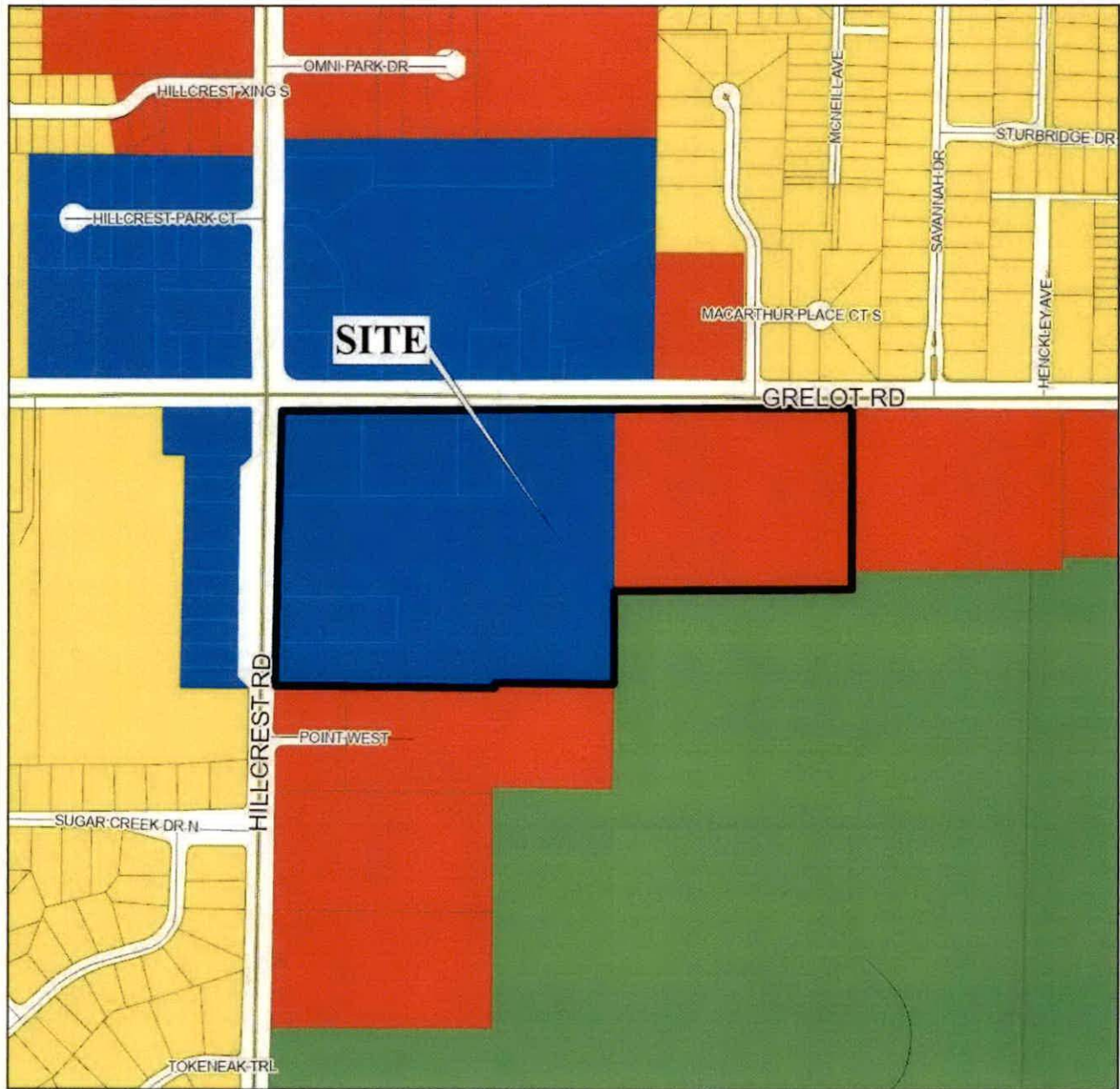
APPLICATION NUMBER 1 DATE November 21, 2024

APPLICANT Christ United Church West Subdivision

REQUEST Subdivision, PUD Modification



FLUM LOCATOR MAP



APPLICATION NUMBER 1 DATE November 21, 2024

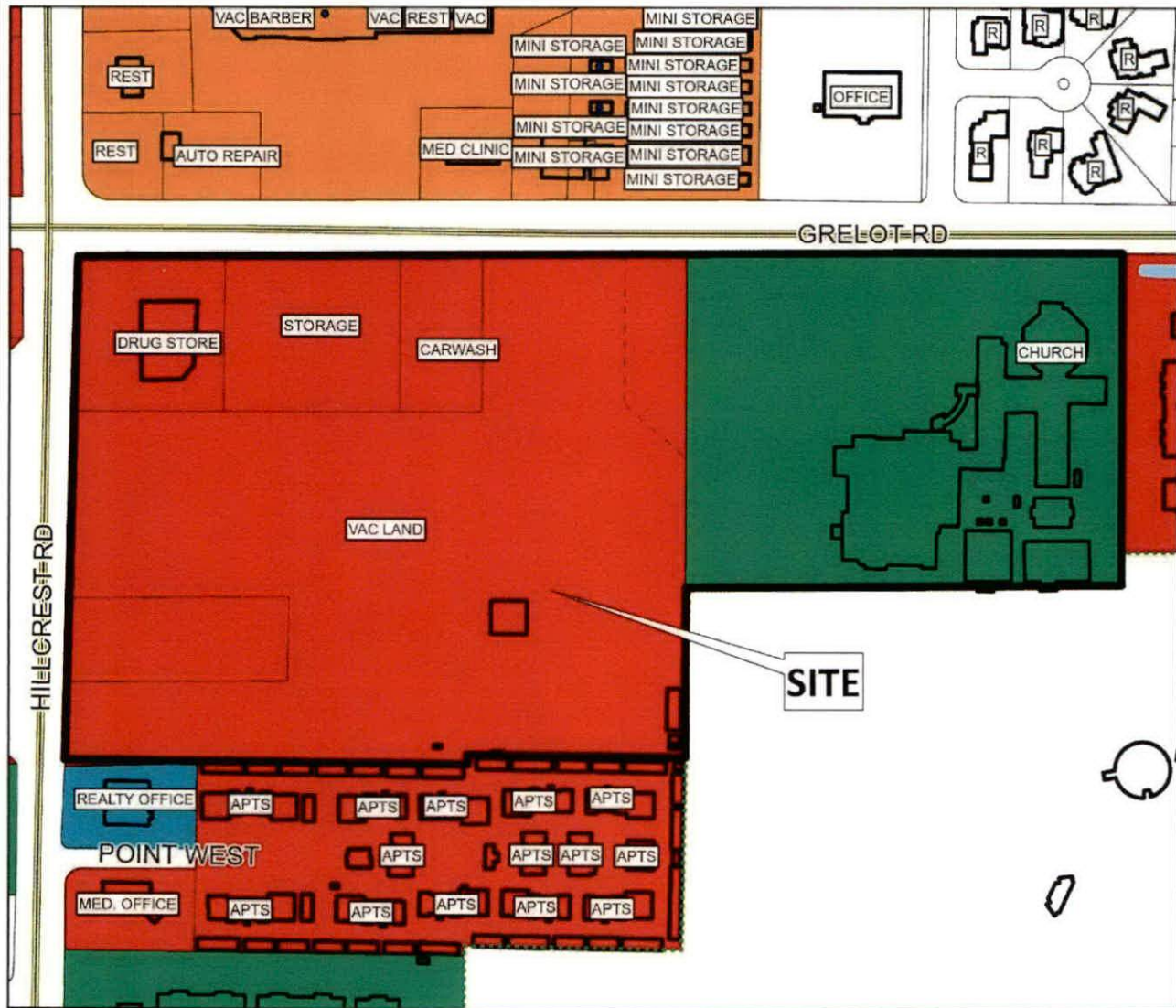
APPLICANT Christ United Church West Subdivision

REQUEST Subdivision, PUD Modification

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



PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 1 DATE November 21, 2024

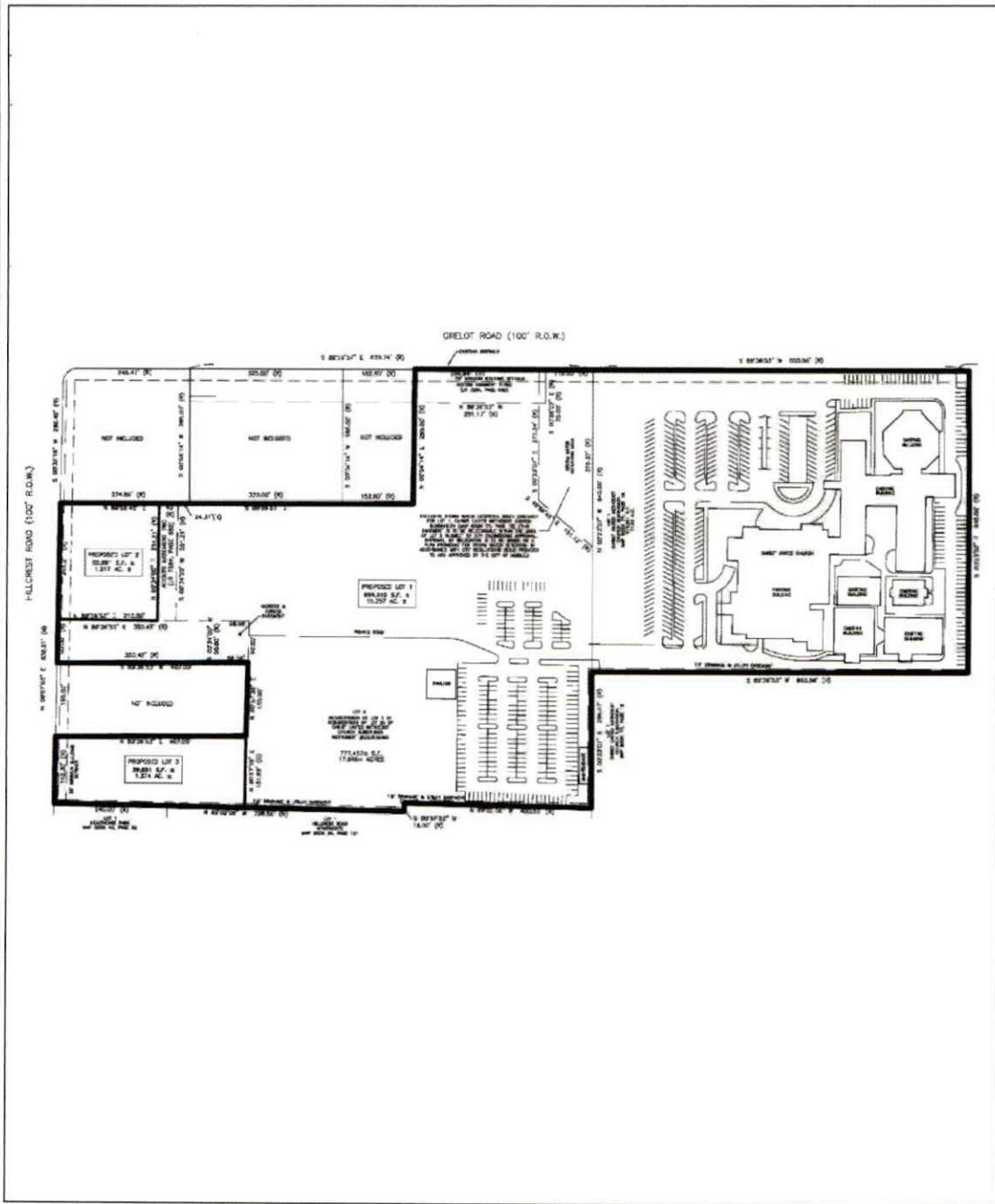
APPLICANT Christ United Church West Subdivision

REQUEST Subdivision, PUD Modification

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



SITE PLAN



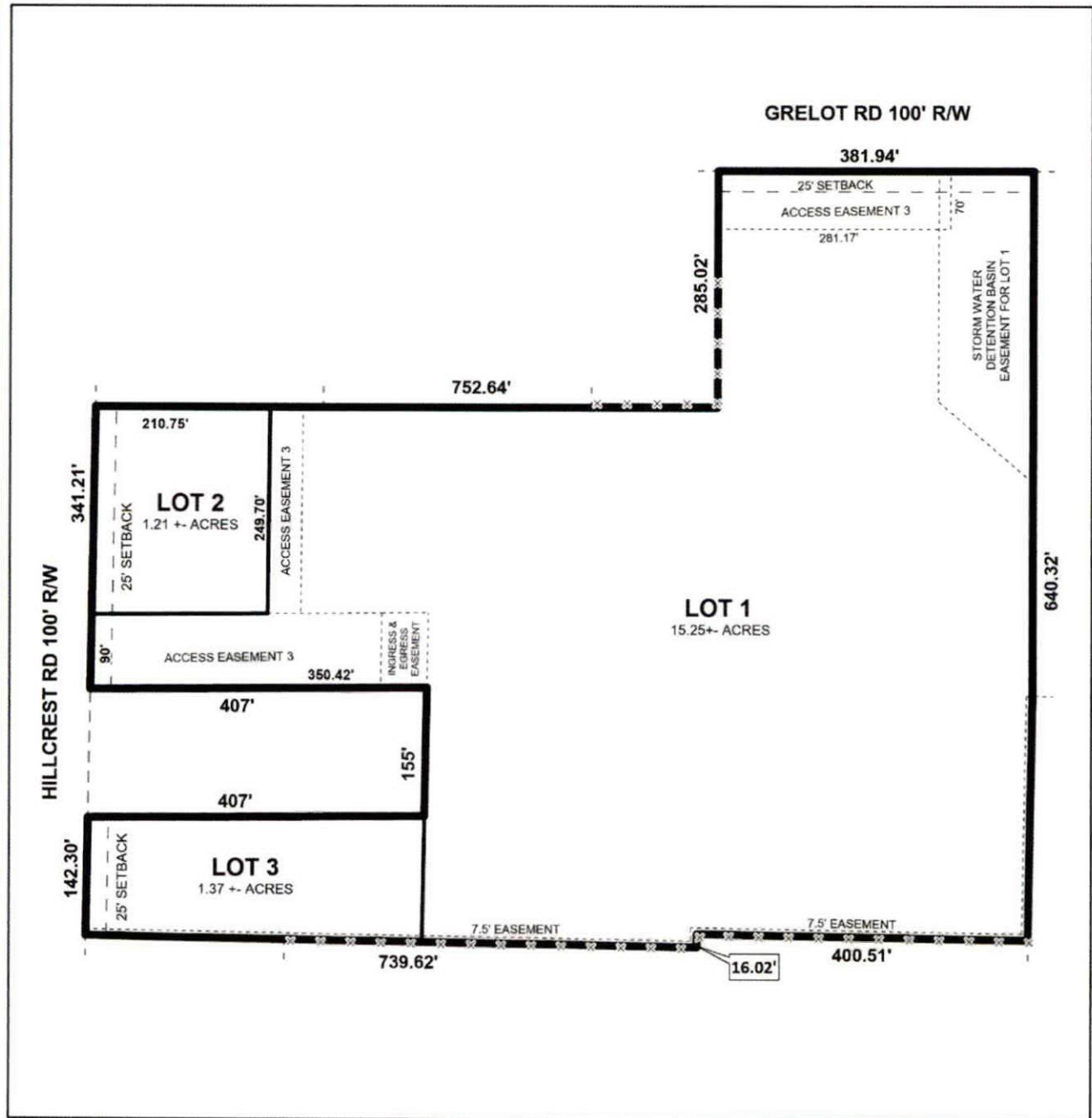
The site plan illustrates the existing church, parking, and proposed lot boundaries.

APPLICATION NUMBER	10	DATE	October 17, 2024
APPLICANT	Christ United Church West Subdivision		
REQUEST	Subdivision, PUD Modification		

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 10 DATE October 17, 2024

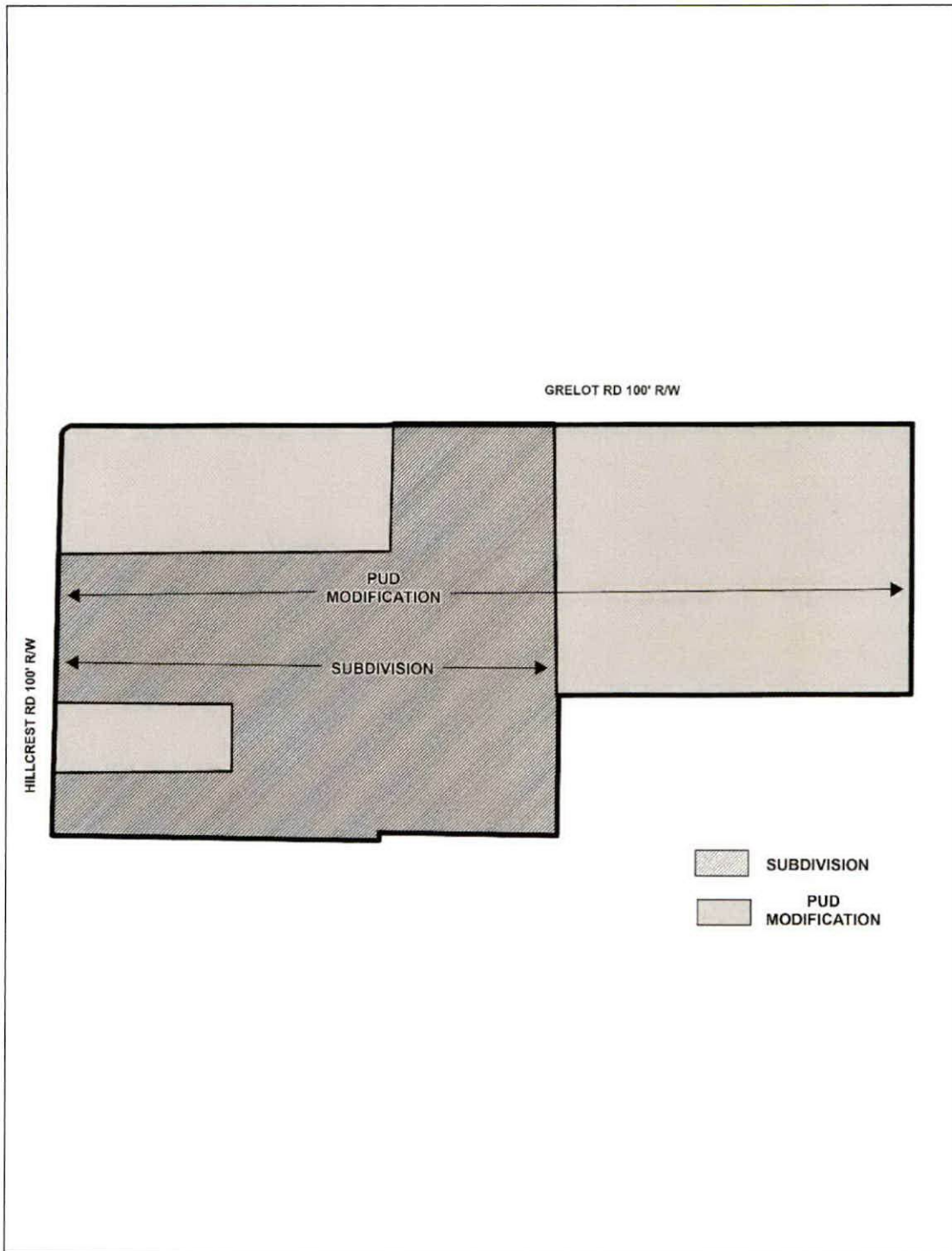
APPLICANT Christ United Church West Subdivision

REQUEST Subdivision, PUD Modification



NTS

DETAIL SITE PLAN



APPLICATION NUMBER	1	DATE	November 21, 2024	 NTS
APPLICANT	Christ United Church West Subdivision			
REQUEST	Subdivision, PUD Modification			

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

Zoning District Correspondence Matrix

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

NEIGHBORHOOD CENTER (NC)

This land use designation applies to smaller hubs of mixed commercial, community, and recreational activity that cater to adjacent residential areas. Many of these centers exist today in some form. Therefore, the following common principles apply not just to the future development of new centers, but also to the redevelopment (wholesale or incremental) of existing centers.

General Principles for Neighborhood Centers:

- › NC should support a limited amount of commercial employment
- › NC should incorporate some residential use, which may vary in type from detached single family, townhouse, accessory and live-work units in mixed use and low-rise multifamily structures.
- › The residential density in NC designations –ranging from 4 to 10 du/ac— must be compatible in character with that of surrounding residential development, providing appropriate transitions in height, massing and other buffering from one land use district to the next.
- › The retail and housing uses should merge around vibrant, compact, accessible nodes, located at key neighborhood intersections or along short road segments.
- › The NC nodes should be connected to the surrounding neighborhood and nearby public uses (e.g., schools, parks, etc.) via well-designed sidewalks and complete streets.

While the above-listed principles are common to all NC districts, the design attributes of neighborhood centers generally vary depending on whether a center is in a more “traditional” or more “suburban” context.

Additional Attributes of Neighborhood Centers:

- › **NC in traditional contexts:** These tend to be in those areas east of the Beltline and correspond to MxDR neighborhoods. In these NCs, buildings should orient to the street, with on-site parking typically pushed to the back of the site. The design qualities of the public realm are emphasized, including the provision of continuous sidewalks, tree canopy, pedestrian amenities, on-street parking and bicycle facilities where appropriate.
- › **NC in suburban contexts:** These generally are located among the LDR land use designations in the areas west of the Beltline. Where they exist, these centers currently have a more pronounced vehicular orientation. Therefore, the emphasis is on retrofitting to improve internal walkability (e.g., through the addition of sidewalks, tree canopy, protection from the elements) and external connectivity to the surrounding areas (via sidewalks, paths and trails, street crossings, transit stops, etc.) and to increase the mix and density of uses (e.g., infill of outparcels, addition of housing, etc.).



MIXED COMMERCIAL CORRIDOR (MCC)

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

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

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



MOD-003094-2024

Click on this proposal and all application materials using the following link:

[Materials for Consideration – Subdivision](#)

[Materials for Consideration – PUD Modification](#)

6301 Grelot Road

Subdivision Name:

Christ United Methodist Church West Subdivision

Applicant / Agent:

Kari Givens, Byrd Surveying, Inc.

Property Owner:

Christ United Methodist Church

Current Zoning:

B-3, Community Business Suburban District and R-3,
Multi-Family Residential Suburban District

Future Land Use:

Suburban Center and Mixed Commercial Corridor

Applicable Codes, Policies, and Plans:

- Unified Development Code (UDC)
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

Schedule for Development:

- Not Applicable

Proposal:

- Subdivision approval to create three (3) legal lots of record
- Modification of a previously approved Planned Unit Development

Commission Considerations:

- Holdover

Report Contents:

	Page
Context Map	2
Site History	3
Staff Comments	3
Subdivision Considerations	4
PUD Modification Considerations	5
Exhibits	6

PLANNING COMMISSION **VICINITY MAP - EXISTING AERIAL**



The site is surrounded by commercial and residential units.

APPLICATION NUMBER <u>10</u>	DATE <u>October 17, 2024</u>	
APPLICANT <u>Christ United Church West Subdivision</u>		
REQUEST <u>Subdivision, PUD Modification</u>		

SITE HISTORY

Since 1997, the subject site has had Planning Approvals to allow a church in a R-3, Multi-Family Residential District, as well as Planned Unit Developments (PUDs) to allow multiple buildings on a single building site as well as shared access between multiple building sites. The most recent applications for the site were a two (2) lot Subdivision and Major Modification of a Previously Approved PUD in September 2023 which allowed the creation of a baseball and softball academy currently under construction. No changes are being made to the existing church, therefore a Modification to the Previously Approved Planning Approval is not required at this time.

In 2017, the site was before the Board of Zoning Adjustment to allow the church at 6101 Grelot Road to erect a digital sign less than 300-feet from residentially zoned property; the variance was approved.

STAFF COMMENTS

Engineering Comments:

Subdivision

FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review):

- A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
- B. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Modification of Planned Unit Development

Retain PUD NOTE #2 (City of Mobile Engineering Department Notes).

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and

residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

Planning Comments:

Subdivision

The applicant is proposing a 3-lot, 17.85±-acre subdivision from a single existing legal lot of record. The site is served by public water and sanitary sewer services.

The site has frontages along Grelot Road and Hillcrest Road, both major streets on the Major Street Plan with compliant 100-foot rights-of-way, making no dedications necessary. There are also private service roads, both existing, internal to the development.

All three (3) lots, as proposed, will exceed the minimum size requirements for lots served by public water and sanitary sewer in a B-3, Community Business Suburban District. Each lot is labeled with its size in both square feet and acres on the preliminary plat, and this information should be retained on the Final Plat, if approved; or the provision of a table on the Final Plat with the same information will suffice.

The required 25-foot minimum front yard setback is illustrated along both Grelot Road and Hillcrest Road, and should be retained on the Final Plat, if approved.

The preliminary plat depicts several existing easements: three (3) access easements, a stormwater detention basin easement, and a drainage and utility easement. These easements should be retained on the Final Plat, if approved, as well as the note stating that no structures are allowed to be erected in any easement, without the easement holder's permission.

Planned Unit Development Modification

The purpose of the Planned Unit Development Modification under consideration is to amend the previously approved Planned Unit Development to include the newly created lots. No new improvements or alterations are proposed to be made to any of the lots at this time. At the time that development is proposed for the two (2) new lots, a new Major Modification application will be required.

Any changes to the scope of operations or the building footprint for the church located at 6101 Grelot Road will require Modification to the Previously Approved Planning Approval.

It should be noted that the originally approved PUD includes several properties that are not included in the current application site plan or application authorizations: 6285 & 6293 Grelot Road and 1401 & 1475 Hillcrest Road. Therefore, the current applications should be heldover to give the applicant time to obtain owner authorization of these lots and revising the PUD site plan to include the entirety of the PUD prior to the Planning Commission making a determination.

SUBDIVISION CONSIDERATIONS

Standards of Review:

Subdivision review examines the site with regard to promoting orderly development, protecting general health, safety and welfare, and ensuring that development is correlated with adjacent developments and public utilities

and services, and to ensure that the subdivision meets the minimum standards set forth in the Subdivision Regulations for lot size, road frontage, lot configuration, etc.

Considerations:

The Planning Commission should consider holdover of the request until the November 21st meeting, with revisions submitted no later than November 8th, to allow the applicant to address the following:

1. Required information for the associated Major Modification of the PUD.

PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in 64-5-8-B.2.(b)(5) states the following concerning Planned Unit Development Modifications:

Approval Criteria. The Planning Commission shall not recommend a major modification for approval, and the City Council shall not approve the modification, unless the proposed modification:

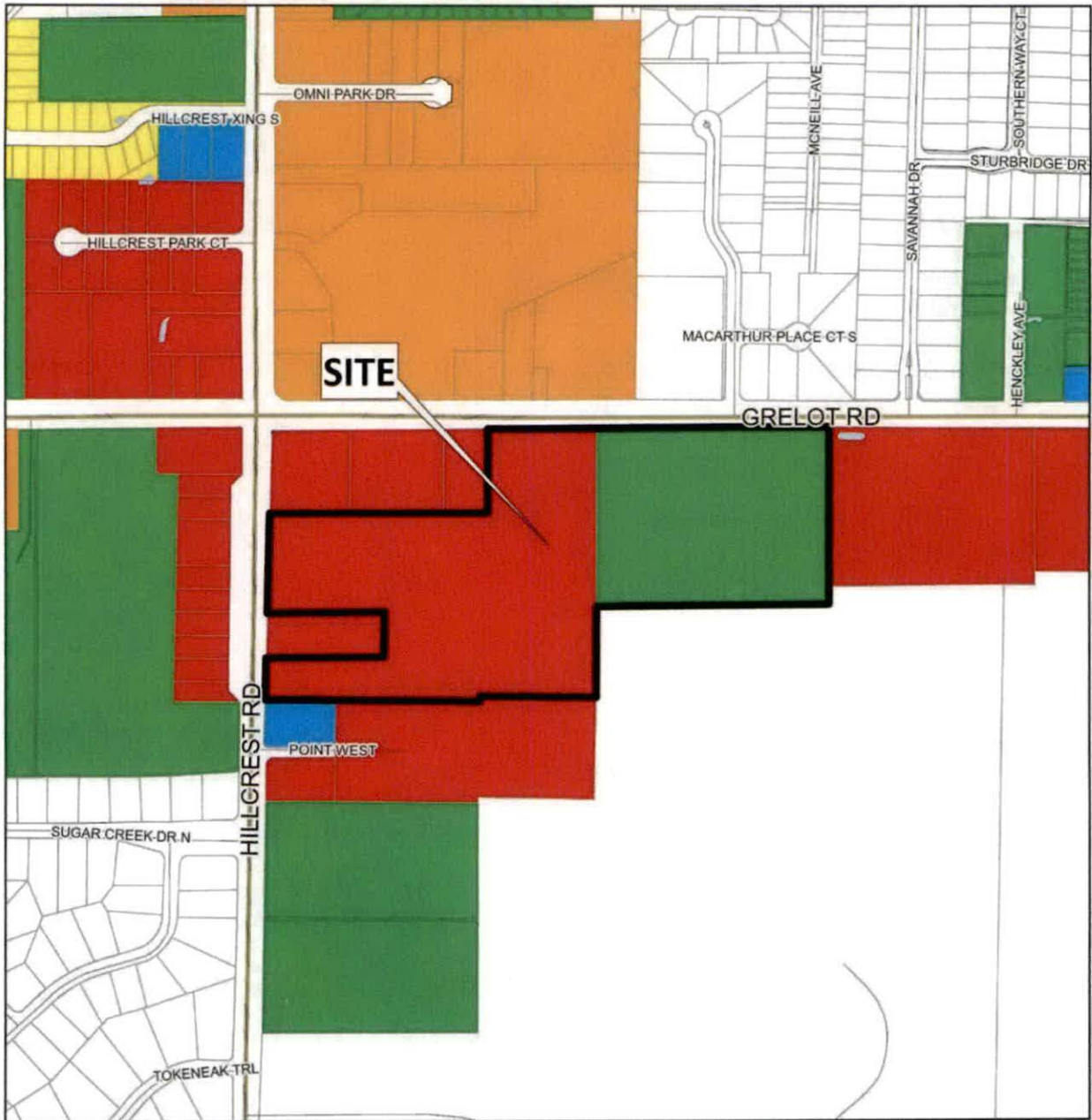
1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:
 - a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
 - b. Includes adequate public facilities and utilities;
5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
7. Shall not be detrimental or endanger the public health, safety or general welfare.
8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

Considerations:

The Planning Commission should consider holdover of the request until the November 21st meeting, with revisions submitted no later than November 8th, to allow the applicant to address the following:

1. Provision of owner authorization for 6285 & 6293 Grelot Road and 1401 & 1475 Hillcrest Road; and
2. Revision of the PUD site plan to depict the entirety of the PUD.

LOCATOR ZONING MAP



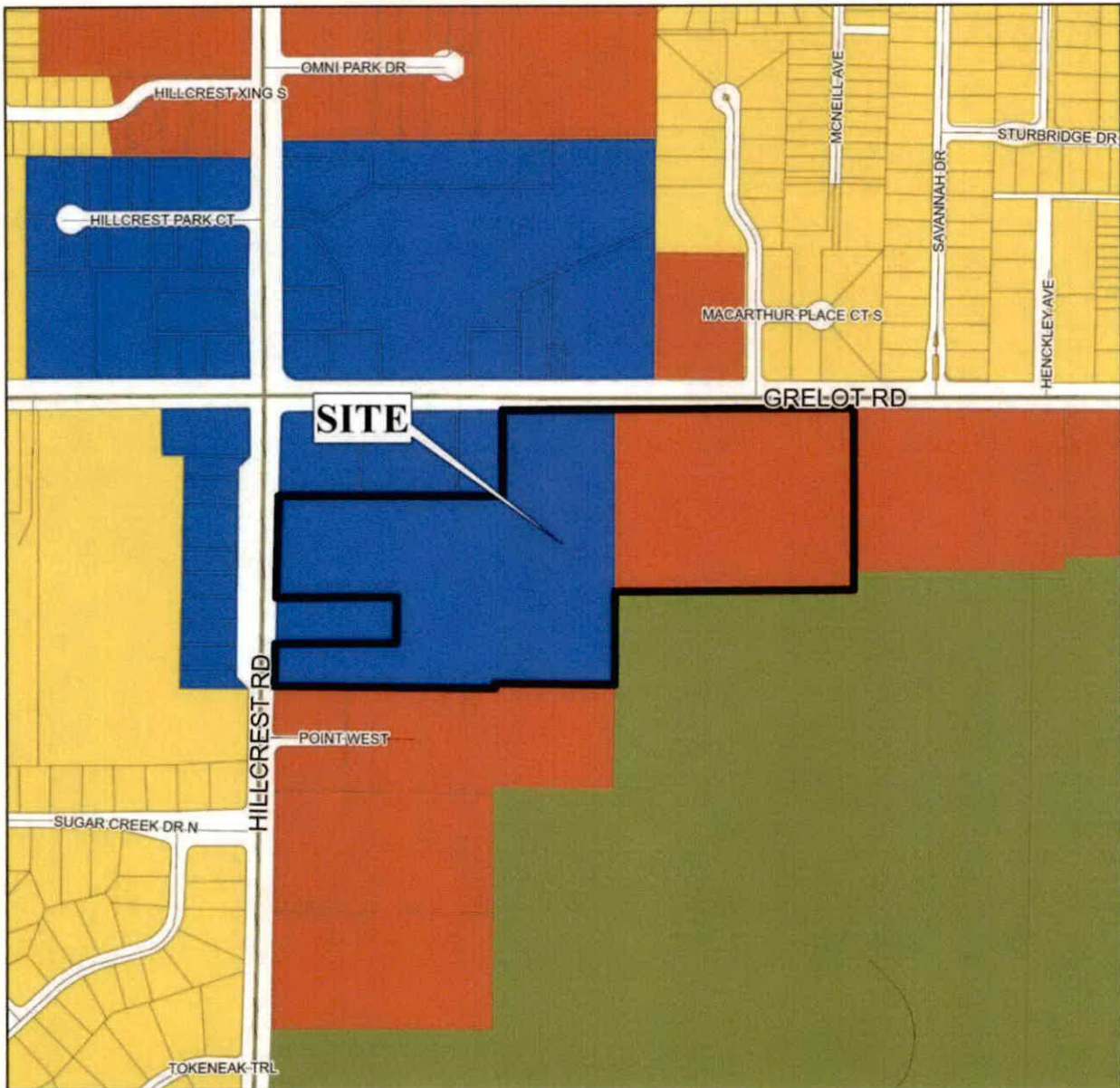
APPLICATION NUMBER 10 DATE October 17, 2024

APPLICANT Christ United Church West Subdivision

REQUEST Subdivision, PUD Modification



FLUM LOCATOR MAP



APPLICATION NUMBER 10 DATE October 17, 2024

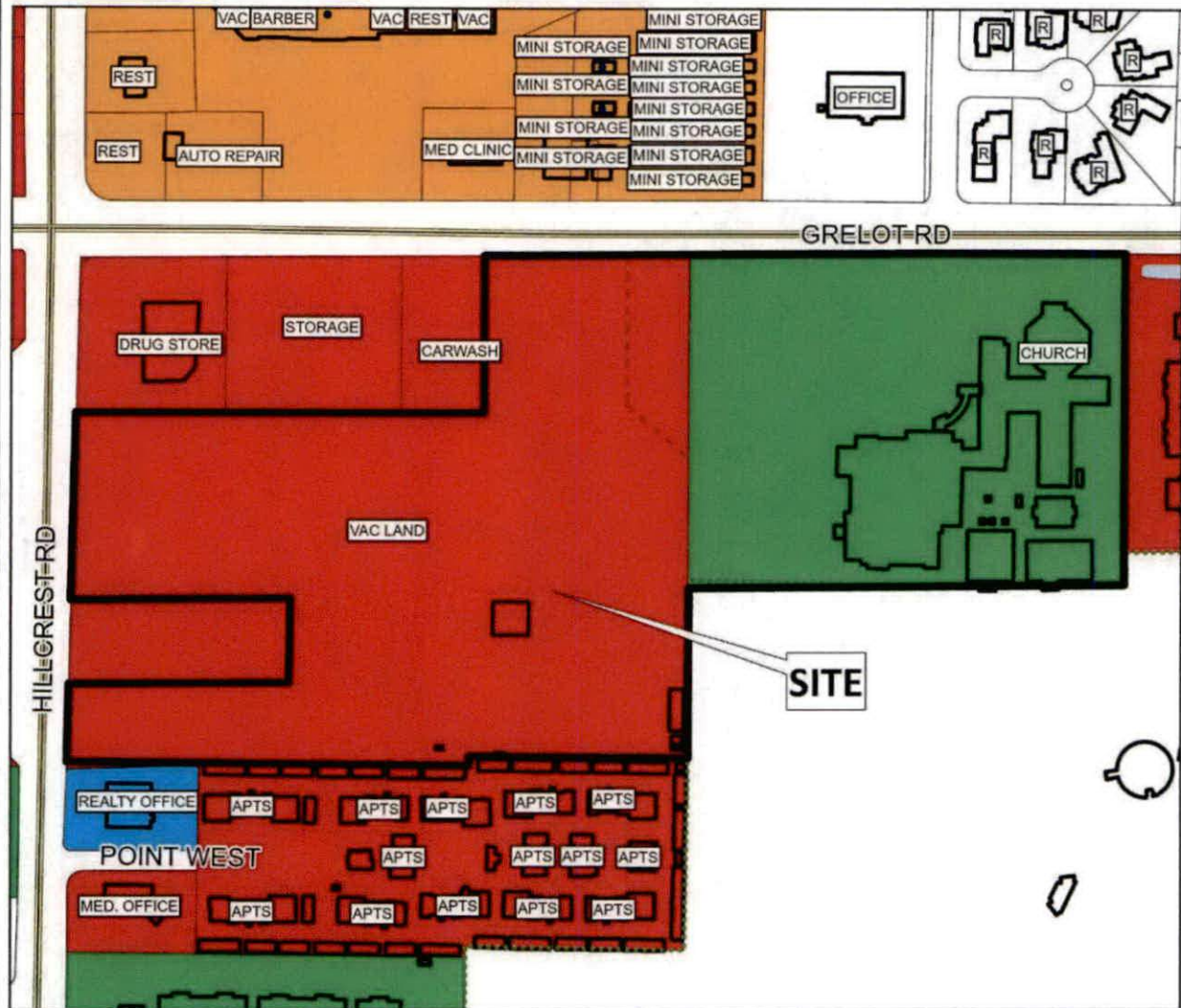
APPLICANT Christ United Church West Subdivision

REQUEST Subdivision, PUD Modification

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



PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 10 DATE October 17, 2024

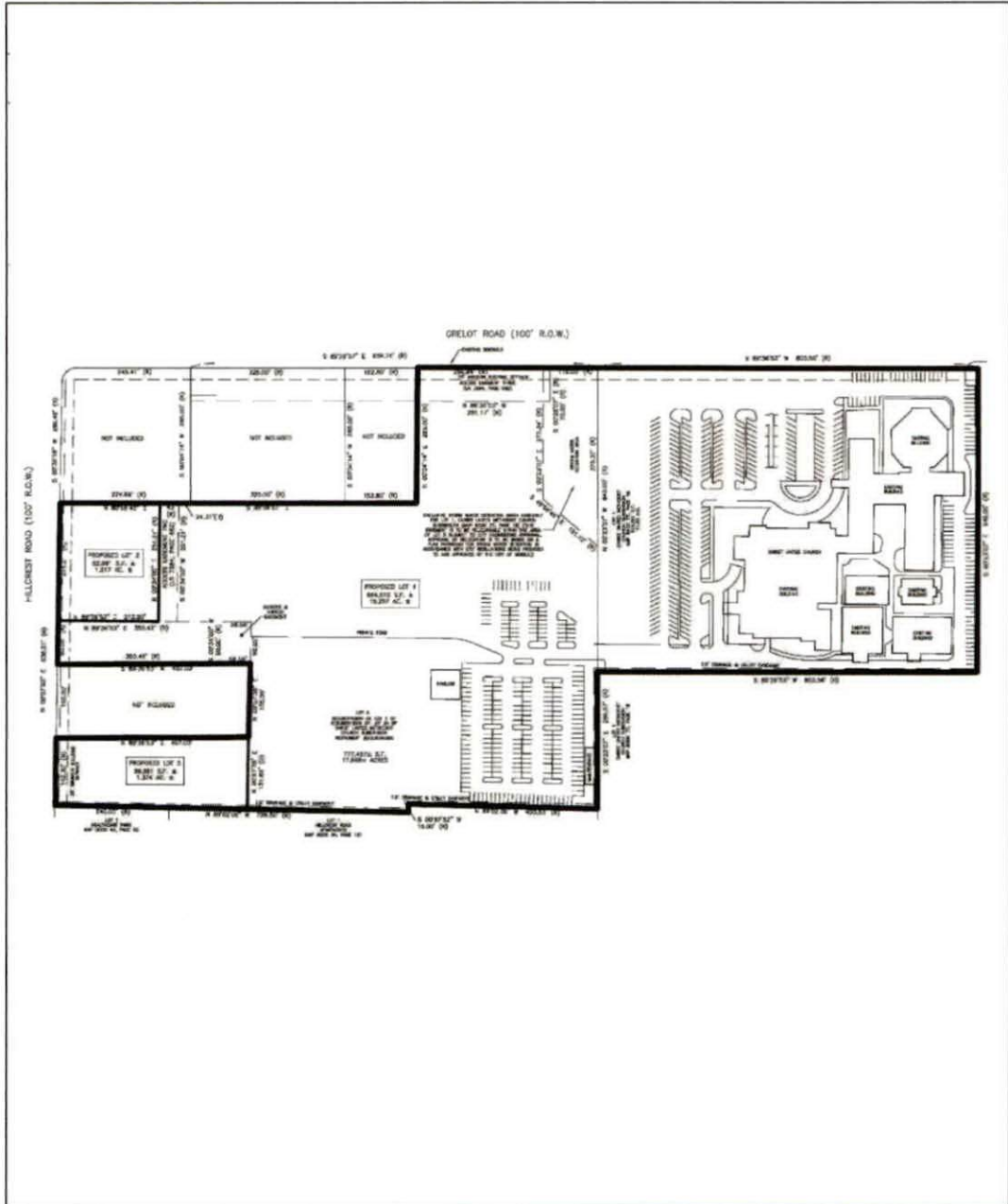
APPLICANT Christ United Church West Subdivision

REQUEST Subdivision, PUD Modification

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



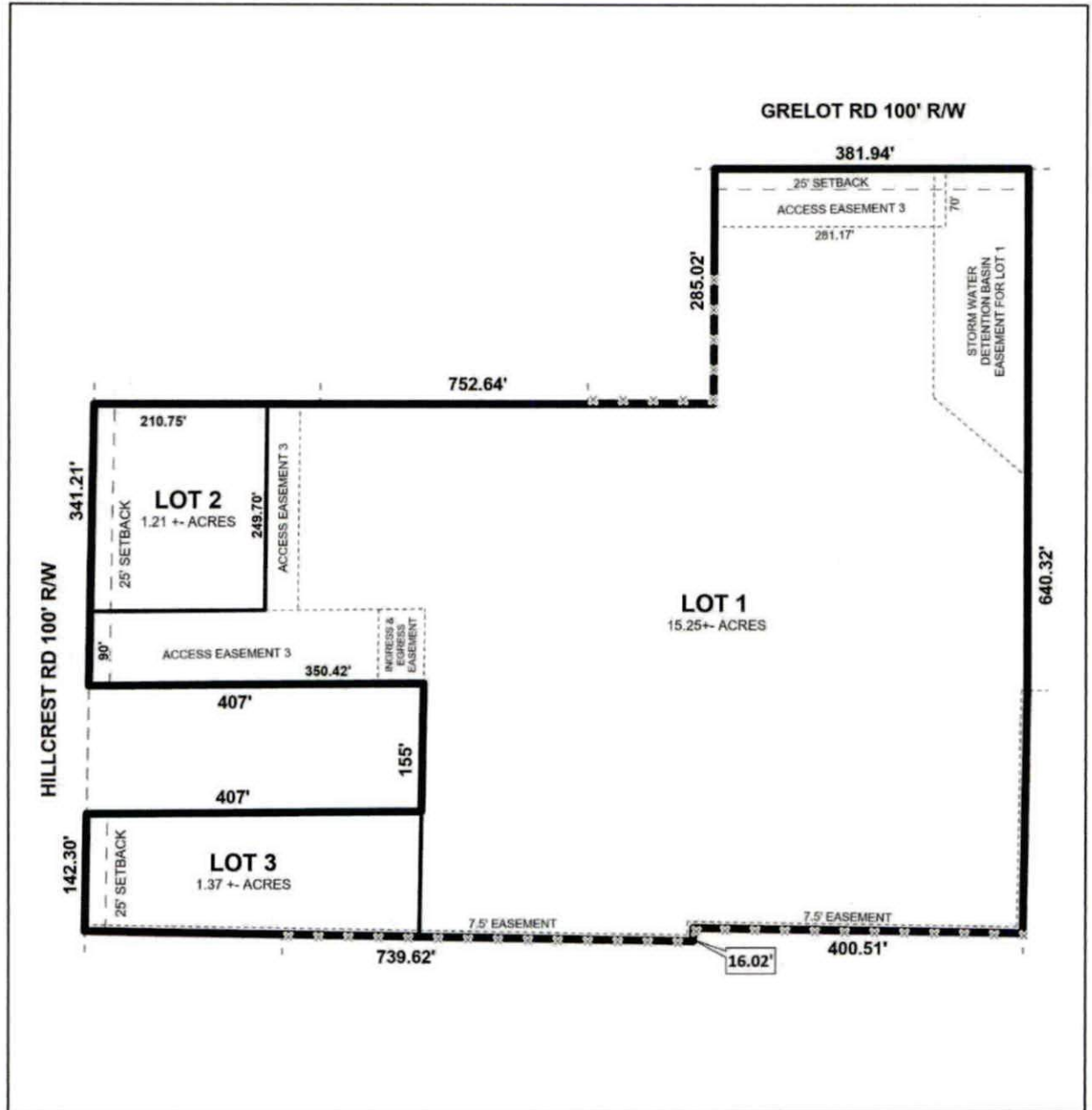
SITE PLAN



The site plan illustrates the existing church, parking, and proposed lot boundaries.

APPLICATION NUMBER	10	DATE	October 17, 2024	 NTS
APPLICANT	Christ United Church West Subdivision			
REQUEST	Subdivision, PUD Modification			

DETAIL SITE PLAN



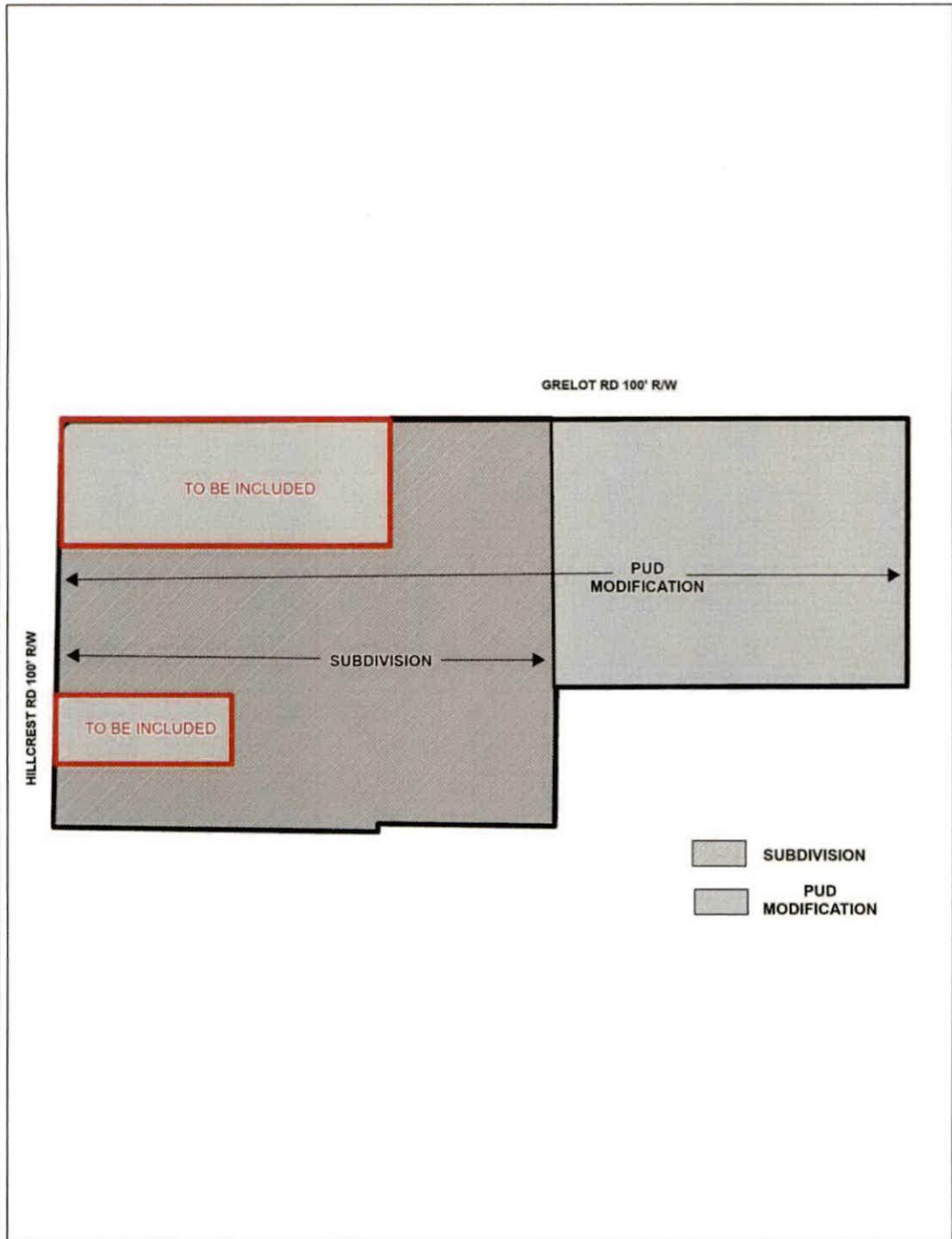
APPLICATION NUMBER 10 DATE October 17, 2024

APPLICANT Christ United Church West Subdivision

REQUEST Subdivision, PUD Modification



DETAIL SITE PLAN



APPLICATION NUMBER	10	DATE	October 17, 2024
APPLICANT	Christ United Church West Subdivision		
REQUEST	Subdivision, PUD Modification		



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

Zoning District Correspondence Matrix

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

NEIGHBORHOOD CENTER (NC)

This land use designation applies to smaller hubs of mixed commercial, community, and recreational activity that cater to adjacent residential areas. Many of these centers exist today in some form. Therefore, the following common principles apply not just to the future development of new centers, but also to the redevelopment (wholesale or incremental) of existing centers.

General Principles for Neighborhood Centers:

- › NC should support a limited amount of commercial employment
 - › NC should incorporate some residential use, which may vary in type from detached single family, townhouse, accessory and live-work units in mixed use and low-rise multifamily structures.
 - › The residential density in NC designations –ranging from 4 to 10 du/ac— must be compatible in character with that of surrounding residential development, providing appropriate transitions in height, massing and other buffering from one land use district to the next.
 - › The retail and housing uses should merge around vibrant, compact, accessible nodes, located at key neighborhood intersections or along short road segments.
- › The NC nodes should be connected to the surrounding neighborhood and nearby public uses (e.g., schools, parks, etc.) via well-designed sidewalks and complete streets.
- While the above-listed principles are common to all NC districts, the design attributes of neighborhood centers generally vary depending on whether a center is in a more “traditional” or more “suburban” context.

Additional Attributes of Neighborhood Centers:

- › **NC in traditional contexts:** These tend to be in those areas east of the Beltline and correspond to MxDR neighborhoods. In these NCs, buildings should orient to the street, with on-site parking typically pushed to the back of the site. The design qualities of the public realm are emphasized, including the provision of continuous sidewalks, tree canopy, pedestrian amenities, on-street parking and bicycle facilities where appropriate.
- › **NC in suburban contexts:** These generally are located among the LDR land use designations in the areas west of the Beltline. Where they exist, these centers currently have a more pronounced vehicular orientation. Therefore, the emphasis is on retrofitting to improve internal walkability (e.g., through the addition of sidewalks, tree canopy, protection from the elements) and external connectivity to the surrounding areas (via sidewalks, paths and trails, street crossings, transit stops, etc.) and to increase the mix and density of uses (e.g., infill of outparcels, addition of housing, etc.).



MIXED COMMERCIAL CORRIDOR (MCC)

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

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

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

RESOLUTION

Sponsored by: Cory Penn – District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, “Abatement of Unsafe Buildings and Structural Nuisances” adopted December 5, 2017, the accessory structure at **4350 MOFFETT ROAD** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 2, 3, 4, 5, 7, 8, 14 and 15;*** and

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **4350 MOFFETT ROAD** described as:

**COMG SE COR SEC 2 TH W ALG S/L SEC 2 415 FT(S) TO POB N 209
FT(S) W 150 FT(S) N 1096 FT(S) E 331 FT(S) S 1100 FT(S) W 160 FT(S)
S 260 FT (SO W 41 FT(S) N 39 FT(S) TO POB #SEC 2 T4S R2W #MP28
01 02 4 002**

Parcel Number: 28 01 02 4 002 047

**Last Assessed to: 24/7 DEVELOPMENT PARTNERS OF ALABAMA LLC ATTN:
CHRIS PFEIFFER**

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

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal

ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

November 12, 2024



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

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

RE: **Nuisance Abatement Hearing Request**

Please place the following notice on the City Council agenda for **Tuesday, November 19, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **4350 MOFFETT ROAD.**
OWNED BY OR MAY HAVE AN INTEREST: **24/7 DEVELOPMENT PARTNERS OF ALABAMA LLC**
ATTN: CHRIS PFEIFFER IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085,
ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for
all other name and addresses from Real Estate)

PARCEL NUMBER: 28 01 02 4 002 047

COUNCIL DISTRICT 1 – CORY PENN

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

GJ/md



City of Mobile
Blight Survey -Re-Check

Report Date - _____

Property Address

4350 MOFFETT ROAD

Property Details

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

Survey Results

Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	N
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	07/18/2024	Comments	

Property Score

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

REVIEW COMMITTEE

SECURE



DEMOLITION



APPROVAL DATE

9-24-24

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 09/22/2024

Property Address: 4350 Moffett Road **District No:** 1

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









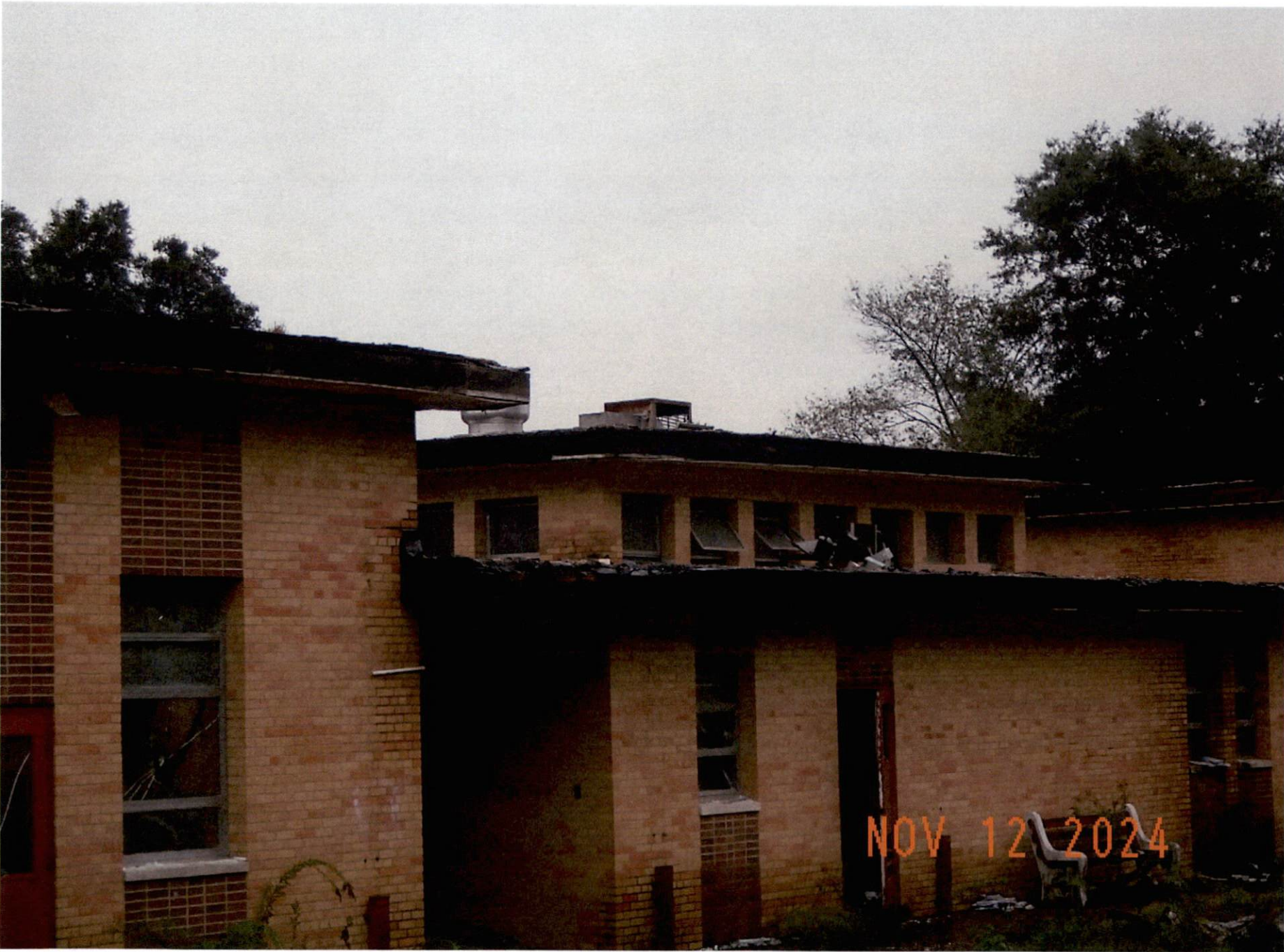










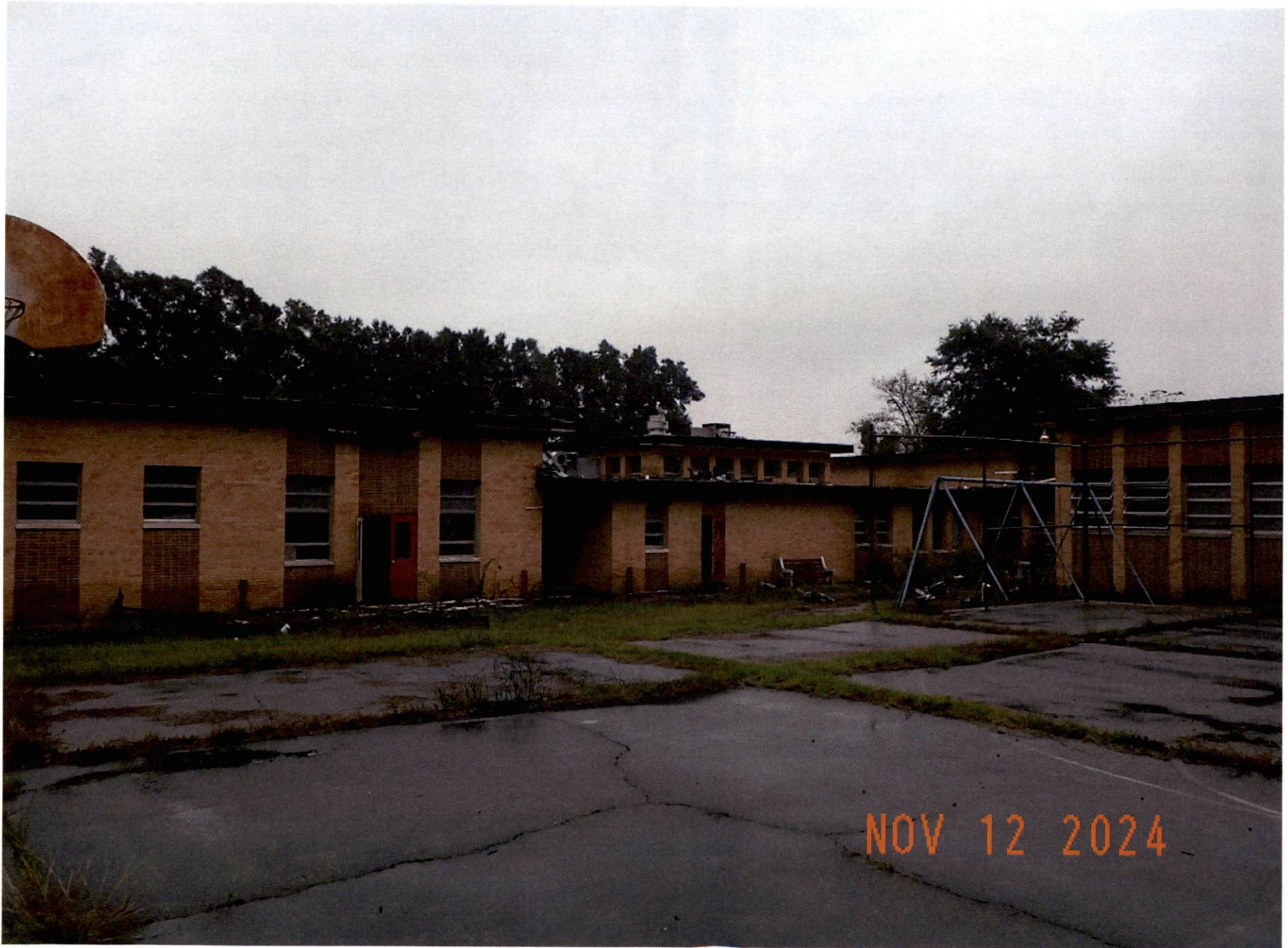










































Affidavit of Mailed Notice



November 12, 2024

State of Alabama
County of Mobile

Subject Property – 4350 Moffett Road.

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

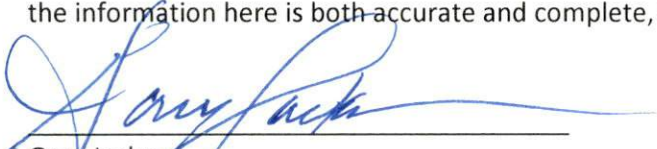
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 6 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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


Gary Jackson,
Municipal Enforcement Deputy Director

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



24/7 Development Partners of Alabama, LLC, an Alabama limited liability company
c/o Chris Pfeiffer
4350 Moffett Road
Mobile, AL 36618-1719

September 25, 2024

RE: 4350 Moffett Road
Project Number: ME-062-24

Dear 24/7 Development Partners of Alabama, LLC, an Alabama limited liability company:

On September 23, 2024 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 4350 Moffett Road.

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

COMG SE COR SEC 2 TH W ALG S/L SEC 2 415 FT(S) TO POB N 209
FT(S) W 150 FT(S) N 1096 FT(S) E 331 FT(S) S 1100 FT(S) W 160 FT(S)
S 260 FT (SO W 41 FT(S) N 39 FT(S) TO POB #SEC 2 T4S R2W #MP28
01 02 4 002

Parcel Number: 29 06 13 0 002 156

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

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

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

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

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

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

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

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

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

- a) Repair the structures / and or building by **November 9, 2024**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **November 9, 2024**, provide the Code Official with a work plan to accomplish the repairs by **November 9, 2024**, which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **November 9, 2024**, which is 45 days from the date of this NOTICE.

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

- IV. **NOTICE** is hereby given that on **November 19, 2024, 2024 at 10:30 a.m.,** a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☒ Repaired; or,
- ☒ Demolished/secure building and house

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

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

Respectfully,


Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 4350 Moffett Road

Date: August 28, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: August 27, 2024

Per the Title Report, the owner is: Fee simple title is vested in 24/7 Development Partners of Alabama, LLC, an Alabama limited liability company

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|--|---|
| 1 | 24/7 Development Partners of Alabama, LLC, an Alabama limited liability company
c/o Chris Pfeiffer
4350 Moffett Rd
Mobile AL 36618-1719 | Owner – Subject/location address - |
| 2 | 24/7 Development Partners of Alabama, LLC, an Alabama limited liability company
c/o Chris Pfeiffer
3 Schwaemmle Dr
Mobile AL 36608-2819 | Revenue Commission website mailing address
good 2023 - 2025 |
| 3 | 24/7 Development Partners of Alabama, LLC, an Alabama limited liability company
c/o Chris Pfeiffer
3607 Old Shell Rd Ste 2
Mobile AL 36608-1325 | 2022 Revenue Commission mailing address |
| 4 | 24/7 Development Partners of Alabama, LLC, an Alabama limited liability company
c/o Chris Pfeiffer
4105 Ridgelawn Dr
Mobile AL 36608-2466 | Secretary of State of Alabama Registered Agent of 24/7 Development Partners of Alabama – Paid 2023 taxes – LexisNexis address good 5/2024.
Phone numbers are 251-648-0524, 813-393-9516
good 3/2024 |
| 5 | 24/7 Development Partners of Alabama, LLC, an Alabama limited liability company
c/o Chris Pfeiffer
1108 Dauphin St
Mobile AL 36604 | 2021 Statutory warranty deed grantee address |

6 24/7 Development Partners of Secretary of State of Alabama Organizer Name –
Alabama, LLC, an Alabama Prepared Instrument number 2018057703
limited liability company (Certificate of Formation) – Phone number 251-
c/o KMG Law LLC 445-0984
Kara M Garstecki, Esq.
118 N Royal St Ste 709
Birmingham AL 36602

TAX STATUS: 2023 TAXES ARE PAID CURRENT

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs 24/7 Development Partners of Alabama, LLC; ATTN:
Chris Pfeiffer, filed 7/18/2024, recorded 8/15/2024, instrument number 2024051872.

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

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

WHEREAS, Parcels Nos. 1 through 19 described in the resolution adopted on the 17th day of **December, 2024**, have not been cleared of noxious and dangerous weeds and continue to be public nuisances.

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

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

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

Parcels of real property located in the City of Mobile and more particularly described as Parcels Nos. 1 through 19, as described in the resolution adopted on the 17th day of **December, 2024**, and entitled: "A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES."

(Lot Cleaning Liens, Group No. **1662** on file in the office of the City Clerk).

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

Adopted:

City Clerk

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

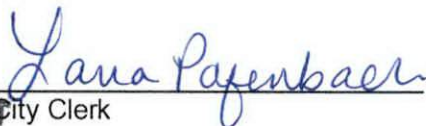
WHEREAS, a survey has been made to determine the properties upon which or in front of which noxious or dangerous weeds are growing and the agents or employees of the City of Mobile have obtained the legal description of parcels of property in the City of Mobile upon which or in front of which such weeds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

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

SECTION 1: It has been determined by the City Council of Mobile that the weeds growing on the privately owned lots or parcels of land described in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part thereof as though set forth in full, known as **Group #1662** under the caption "NOXIOUS OR DANGEROUS WEEDS GROWING ON PROPERTY," are noxious and dangerous, and such weeds are hereby declared to be public nuisances. The properties upon which such weeds are growing are all located within the corporate limits of the City of Mobile, about the streets referred to in the description which are more particularly described in said Exhibit "A."

SECTION 2: The weeds growing on or in front of the above-described parcels of property shall be abated by the removal of such noxious or dangerous weeds or they will be removed and the nuisances abated by the City of Mobile, in which case the cost of such removal will be assessed against the respective parcels of lands from which such weeds are removed, and such cost will constitute a lien upon such respective parcels of land until paid. A public meeting is hereby called to be held in the Auditorium of the Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on the **21st day of January, 2025**, at ten thirty a.m., for the purpose of hearing any objections to the declarations contained in this resolution and to the proposed removal of such weeds, at which time all objections will be heard and given due consideration by the City Council of Mobile; and it is directed that there shall be conspicuously posted in front of each parcel of property, a notice headed "NOTICE TO DESTROY WEEDS," such heading to be in words not less than one inch in height and substantially in the form set out in such Act No. 329, approved April 29, 1988.

Adopted: DEC 17 2024


ASSISTANT City Clerk



MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director

A handwritten signature in blue ink, appearing to be 'GJ', is written over the name 'Gary Jackson'.

DATE: **December 12, 2024**

SUBJECT: WEED LIEN GROUP **1662**

Attached, please find Assessment Lists for Weed Lien Group Number **1662** to Acts of Alabama Number 329, adopted April 28, 1988 and Municipal Ordinance Number 65-048, adopted December 5, 2017 the following Resolution Dates are established:

FIRST RESOLUTION (PUBLIC NUISANCE RESOLUTION):

12/17/2024

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING):

1/21/2025

In the event that any changes, corrections, or deletions are made to subject group, please notify Shelia Dean at 208-1528, as soon as possible.

*****FOR LOT CLEANING OFFICE USE*****

NUISANCE PHOTOS (DATED): 1/19/2025

LEGAL NOTICE DUE TO MOBILE PRESS REGISTER: 1/2/2025

LEGAL NOTICE ADS: 1/8/2025-1/15/2025

POSTING DATE: 1/14/2025

Copy to: Marchetta Taite

	WEED LIEN					
	CONTRACT NUMBER					
	1662				Res. No.	
12/17/2024	LOTS TO BE DECLARED				58-	
1/21/2025	LOTS FOR PUBLIC HEARING				58-	
//2025	LOTS TO BE ASSESSED FOR COST				58-	
		OLD SRO		Amount	Dis	N/A
No.	Address	CASE #	CASE #	Assessed		CBO
1	1401 Center St	39212	45851		2	
2	557 Schwarz St	42617	45852		1	
3	600 Bishop Lane N	42252	45853		7	
4	1017 Donald St	35476	45854		1	
5	1312 Charmaine Cir N	43538	45855		3	
6	3917 Wiggins Dr	41770	45856		3	
7	1305 Brooke Ave	28743	45857		3	
8	2945 Cedar Crescent Dr	41103	45858		3	
9	1315 Stewart Rd	42568	45859		3	
10	2658 Reaves St	44077	45860		1	
11	3505 Stein Ave	44051	45861		7	
12	3503 Stein Ave	44190	45862		7	
13	7761 Old Shell Rd	38942	45863		7	
14	2775 Springhill Ave	44959	45864		1	
15	4200 Taurus Dr	45363	45865		4	
16	3201 Center St	44936	45866		3	
17	929 Hannon Rd	44651	45867		4	
18	6875 Carol Plantation Rd	45553	45868		4	
19	908 S Warren St	44767	45869		3	
				\$ -		
Numbers of lots cut						
District total for this group			Numbers of lots cut			
1	4		1			
2	1		2			
3	7		3			
4	3		4			
5	0		5			
6	0		6			
7	4		7			
	19			0		
*ADD Added in from other Groups						
*CBO Cut By Owner						
*N/A Taken out by Inspector						

Harry Jackson 12/11/24
Marchetta Jarte 12-11-24



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: January 28, 2025

Submitted by:

Jennifer White

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

That the City enters into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:
Traffic management and signal operations for all traffic signals in the Mobile MPO Urban Area
FY 2025-2027; Project # STPMB-4925(); CPMS Ref# 100078271;

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Agreement Resolution RTOP 2025
2. STPMB-4925() 100078271 MOBILE

REVIEWERS:

Lana Gauthier
Lana Gauthier

RESOLUTION

Sponsored by: Mayor Stimpson

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

That the City enters into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

**Traffic management and signal operations for all traffic signals in the Mobile MPO Urban Area
FY 2025-2027; Project # STPMB-4925(); CPMS Ref# 100078271;**

Which agreement is before this Council, and that the agreement be executed in the name of the City, by the Mayor for and on its behalf and that it be attested by the City Clerk and the official seal of the City be affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the Agreement by all parties, that a copy of such Agreement be kept on file by the City.

I, the undersigned qualified and acting City Clerk of the City of Mobile, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City Council named therein, at a regular meeting of such Council held on the _____ day of _____, 20____, and that such resolution is on file in the City Clerk's Office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this _____ day of _____, 20_____.

Adopted:

City Clerk

**SPECIAL
AGREEMENT
FOR A
FEDERAL AID
PROJECT**

**BETWEEN THE STATE OF ALABAMA
AND THE
CITY OF MOBILE
Mobile County**

**Project No. STPMB-4925()
CPMS Ref# 100078271**

PART ONE (1): INTRODUCTION

This Agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and the City of Mobile, Alabama, hereinafter referred to as the CITY.

WHEREAS, the STATE and the CITY desire to cooperate in the traffic management and signal operations for all traffic signals in the Mobile MPO Urban Area FY 2025-2027; Project# STPMB-4925(); CPMS Ref# 100078271.

NOW, THEREFORE, it is mutually agreed between the STATE and the CITY as follows:

PART TWO (2): FUNDING PROVISIONS

- A. **Project Funding:** The STATE will not be liable for Federal Aid Funds in any amount. The project will be limited to \$1,500,000.00 Federal funds unless the Mobile Area Metropolitan Planning Organization agrees, subject to the approval of the STATE, to reprogram the allocated Federal funds for the Mobile Area sufficient to pay 80% of the project cost. The project will be limited to \$114,705.90 State Funds to be used towards the 20% match for this project. Any overruns not covered by the MPO will be borne by the CITY from CITY funds. In the event of an underrun in project costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible project costs, and the matching funds will be the amount stated below, or the proportional share set below, whichever is less.
- B. The estimated cost and participation by the various parties is as follows:

FUNDING SOURCE	ESTIMATED COSTS
STP Funds (Mobile Area Dedicated)	\$ 1,500,000.00
State Funds	\$ 114,705.90
City Funds	\$ 260,294.10

TOTAL (Incl CE&I)	\$ 1,875,000.00

It is further understood that this is a cost reimbursement program and no federal funds will be provided to the CITY prior to accomplishment of the work for which it is requested. Furthermore, no federal funds will be reimbursed for work performed prior to project authorization.

Any cost incurred by the CITY relating to this project which is determined to be ineligible for reimbursement by the Federal Highway Administration (FHWA) or in excess of the limiting amounts previously stated will not be an eligible cost to the project and will be borne and paid by the CITY.

- C. **Time Limit:** This project will commence upon written authorization to proceed from the STATE directed to the CITY.

PART THREE (3): PROJECT SERVICES

- A. The CITY will perform all task related to the Traffic Management and Signal Operations in the Mobile MPO Urban Area FY 2025-2027 with CITY forces or with a consultant approved by the STATE. Traffic Management and Signal Operations in the Mobile MPO Urban Area FY 2025-2027, known as a Special Project, will be an eligible cost to the project.

PART FOUR (4): CONTRACT PROVISIONS

- A. The CITY shall not proceed with any project work covered under the provisions of this Agreement until the STATE issues written authorization to the CITY to proceed.
- B. Associated Construction cost will not be an eligible cost as part of this Agreement.

For projects let to contract by the STATE, the STATE will be responsible for advertisement and receipt of bids, and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the CITY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus Engineering & Inspection and Indirect Costs (if applicable). The CITY shall pay this amount to the STATE no later than 30 days after the date bids are opened. Failure to do so may lead to the rejection of the bid.

For projects let to contract by the CITY, the CITY shall comply with all Federal and State laws, rules, regulations and procedures applicable to the advertisement, receipt of bids, and the award of the contract. The CITY will, when authorized by the STATE, solicit bids and make awards for construction and/or services pursuant to this agreement. The CITY shall not solicit bids until the entire bid package (plans, specifications, estimates, etc.) has been reviewed and approved by the STATE. Following receipt of bids, the CITY will provide all bids to the STATE with a recommendation for award. The CITY shall not award the contract until it has received written approval from the STATE.

For projects with approval by the STATE to use CITY Forces, the Construction for the project will be performed by the CITY at actual costs for labor, materials, and equipment, as approved by the STATE.

The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable Federal and State laws, rules, regulations, and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity.

- C. If necessary, the CITY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The CITY will be the permittee of record with ADEM for the permit. The CITY and the contractor will be responsible for compliance with the permit and the State

will have no obligation regarding the permit. The CITY will furnish the State (Region) a copy of the permit prior to any work being performed by the contractor.

The CITY will secure all permits and licenses of every nature and description applicable to the project in any manner and will conform to and comply with the requirements of any such permit or license, and with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project activities.

- D. The CITY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that work associated on this project meets the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.
- E. Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the CITY shall indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the CITY, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the CITY pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the CITY its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the CITY, its agents, servants, representatives or employees, or anyone for whose acts the CITY may be liable.
- F. The CITY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the CITY, its agents, servants, employees or facilities.

PART FIVE (5): ACCOUNTING PROVISIONS

- A. The CITY will, when appropriate, submit reimbursement invoices to the STATE for work performed in carrying out the terms of this Agreement. Requests for reimbursement will be made on forms provided by the STATE and will be submitted through the Region Engineer for payment. The CITY may invoice the STATE not more often than once per month for the funds due for work performed under this Agreement. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, unpaid, and the invoice will be notarized. Invoices for any work performed under the terms of this agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE for the work. Any invoices submitted after this twelve-month period will not be eligible for payment.
- B. The CITY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the STATE.
- C. The CITY will establish and maintain a cost accounting system that must be adequate and acceptable to the STATE as determined by the auditor of the STATE.

All charges to the Project will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges, in accordance with the requirements of the STATE. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.

The CITY will report to the STATE the progress of the project in such manner as the STATE may require. The CITY will also provide the STATE any information requested by the STATE regarding the project. The CITY will submit to the STATE financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the STATE.

The CITY will permit the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, vehicles and equipment utilized or used in performance of the project; any and all data and records which in any way relate to the project or to the accomplishment of the project. The CITY will also permit the above noted persons to audit the books, records and accounts pertaining to the project at any and all times, and the CITY will give its full cooperation to those persons or their authorized representatives, as applicable.

The CITY will comply with all audit requirements set forth in the 2 CFR Part 200 requirements, or the most current version of those requirements under federal law.

- D. The CITY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of Federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to, and right to examine any of said materials at all reasonable times during said period.
- E. Any user fee or charge to the public for access to any property or services provided through the funds made available under this agreement, if not prohibited by a Federal, State or local law, must be applied for the maintenance and long-term upkeep of the project authorized by this agreement.
- F. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the CITY, for any audit performed on this project in accordance with Act No. 94-414.

PART SIX (6): MISCELLANEOUS PROVISIONS

- A. By entering into this agreement, the CITY is not an agent of the STATE, its officers, employees, agents or assigns. The CITY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.
- B. It is agreed that the terms and commitments contained in this agreement shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment 26. It is further agreed that if any provision of this agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then the conflicting provision in this agreement shall be deemed null and void.
- C. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- D. No member, officer, or employee of the CITY during their tenure of employment, and for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.
- E. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.
- F. This agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.

- G. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.
- H. **Exhibits A, E, H, M, and N** are hereby attached to and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials and persons duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

ATTEST:

City of Mobile, Alabama

By: _____
City Clerk (Signature)

By: _____
As Mayor (Signature)

Type Name of Clerk
(AFFIX SEAL)

Type Name of Mayor

This contract has been legally reviewed and approved as to form.

By: _____
Legal Counsel for
Alabama Department of Transportation

RECOMMENDED FOR APPROVAL:

Matthew J. Ericksen, P.E.
Southwest Region Engineer

Bradley B. Lindsey, P.E.
State Local Transportation Engineer

Edward N. Austin, P. E.
Chief Engineer

STATE OF ALABAMA, ACTING BY AND THROUGH
THE ALABAMA DEPARTMENT OF TRANSPORTATION

John R. Cooper, Transportation Director

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY EXECUTED AND
SIGNED BY THE GOVERNOR ON THIS _____ DAY OF _____, 20_____.

KAY IVEY
GOVERNOR, STATE OF ALABAMA

RESOLUTION NUMBER_____

BE IT RESOLVED, by the City of Mobile as follows:

That the City enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

Traffic management and signal operations for all traffic signals in the Mobile MPO Urban Area FY 2025-2027; Project# STPMB-4925(); CPMS Ref# 100078271.

Which agreement is before this Council, and that the agreement be executed in the name of the City, by the Mayor for and on its behalf and that it be attested by the City Clerk and the official seal of the City be affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the City.

I, the undersigned qualified and acting Clerk of the City of Mobile, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City named therein, at a regular meeting of such Council held on the _____day of _____, 20____, and that such resolution is on file in the City Clerk's Office.

ATTESTED:

City Clerk

Mayor

_____day of _____, 20_____, and that such resolution is of record in the Minute Book of the City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this_____day of _____, 20_____.

City Clerk

(AFFIX SEAL)

EXHIBIT A

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM

Policy. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

DBE Obligation. The recipient of funds under the terms of this AGREEMENT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

Failure of the recipient of funds under the terms of this AGREEMENT, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this AGREEMENT shall constitute a breach of contract, and may result in termination of the contract by the STATE, or such other remedy may be undertaken by the STATE as it deems appropriate.

EXHIBIT E

TERMINATION OR ABANDONMENT

- a. The STATE has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.
- b. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the CITY upon an equitable basis. The value of the work performed by the CITY prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the STATE shall consider the following:
 - 1. The ratio of the amount of work performed by the CITY prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.
 - 2. The amount of the expense to which the CITY is put in performing the work to be terminated in proportion to the amount of expense to which the CITY would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the CITY prior to the termination, no consideration will be given to profit, which the CITY might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the CITY, the value of the work performed by the CITY prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

CONTROVERSY

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

- a. This contract shall be binding upon the successors and assigns of the respective parties hereto.
- b. Should the AGREEMENT be terminated due to default by CITY, such termination shall be in accordance with applicable Federal Acquisition Regulations.

EXHIBIT H

Page 1

EQUAL RIGHTS PROVISIONS

During the performance of this contract, the CITY for itself, its assignees and successors in interest agrees as follows:

a. **Compliance with Regulations**

The CITY will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

EXHIBIT H

Page 2

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. **Nondiscrimination**

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the CITY agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The CITY will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

The CITY will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

c. **Solicitations**

In all solicitations either by competitive bidding or negotiation made by the CITY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the CITY of the CITY'S obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

d. **Information and Reports**

The CITY will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books,

EXHIBIT H

Page 3

records, accounts, other sources of information and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CITY is in the exclusive possession of another who fails or refuses to furnish this information, the CITY shall so certify to the STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance**

In the event of the CITY'S noncompliance with the nondiscrimination provisions provided for herein, the STATE shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

1. withholding of payments to the CITY under contract until the CITY complies, and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

f. **Incorporation of Provisions**

The CITY will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The CITY will take such action with respect to any subcontract, procurement, or lease as the STATE may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a CITY becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the CITY may request the STATE to enter into such litigation to protect the interest of the STATE.

g. **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:

1. **Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the CITY agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.

EXHIBIT H
Page 4

The CITY agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.

2. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CITY agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.
3. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CITY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

COST PRINCIPLES

The STATE'S cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The CITY shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The CITY shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

- a. The CITY specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.

EXHIBIT H

Page 5

- b. The CITY, in accordance with the status of CITY as an independent contractor, covenants and agrees that the conduct of CITY will be consistent with such status, that CITY will neither hold CITY out as, or claim to be, an officer or employee of the STATE by reason hereof, and that CITY will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of CITY.

CITYS' CERTIFICATIONS

The CITY by acceptance of this contract certifies that the rates or composition of cost noted in Article IV - PAYMENTS are based on the current actual hourly rates paid to employees, estimated non- salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the CITY. The CITY agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the CITY at the time of execution of the AGREEMENT. The CITY agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The CITY agrees that the per diem rate will be limited to the rate allowed by the STATE at the time of execution of the AGREEMENT. The CITY agrees that a meal allowance shall be limited to CITY employees while in travel status only and only when used in lieu of a per diem rate.

The CITY shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The CITY agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

TERMINATION DUE TO INSUFFICIENT FUNDS

- a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.
- b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The STATE and CITY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, CITY, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CITY agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**STATE OF ALABAMA
DEPARTMENT OF TRANSPORTATION
GUIDELINES FOR OPERATION**

**SUBJECT: PROCEDURES FOR PROCESSING STATE AND INDUSTRIAL
ACCESS FUNDED COUNTY AND CITY PROJECTS**

No work can be performed and no contracts can be let prior to having a fully executed project agreement, submittal of project plans to Region and notification from the Region that advertisement for bids can be made, or, in the case of force account projects, work can begin.

A project agreement will be prepared and furnished to the County/City upon receipt of grant award letter signed by the Director or Governor. The Region will prepare and submit a F-7A Budget Allotment request upon receipt of a project funding agreement at the time it is submitted to the County/City for their execution.

The County/City will submit plans prepared and signed by a registered professional engineer showing work to be performed. Plans must match the project agreement description. It is not necessary for the Region to perform an in-depth review of plans. The County/City will submit a certification signed by a Registered Professional Engineer stating that the plans have been prepared so that all items included in the plans meet ALDOT specifications. The County/City will include a letter certifying that the County/City owns all right-of-way on which the project is to be constructed.

Upon receipt of the executed agreement, the executed F-7A, final plans from the County/City, and right-of-way certification, the Region may notify the County/City to proceed with advertising the project for letting or proceed with work in the case of a force account project.

In the case where a County/City is using an inplace annual bid, the County/City will furnish the Region a copy of their bid and this bid price will be used for reimbursement.

Where the County/City is letting a contract locally, the County/City will furnish to the Region the three lowest bids with their recommendation for award. The Region will review the bids, and, if in order, advise the County/City to proceed with award of the contract to the lowest responsible bidder. The County's/City's estimate for reimbursement will be based on the bid prices concurred in by the State and supported with documentation that the contractor has been paid for work performed (copy of cancelled check).

A certification will be submitted with County/City final estimate stating that the project was constructed in accordance with final plans submitted to the State and with the specifications, supplemental specifications, and special provisions which were shown on the plans or with the State's latest specifications which were applicable at the time of plan approval.

The County/City will notify the Region when the project is complete and the Region will perform a final ride-through to determine whether the project was completed in substantial compliance with original final plans. Final acceptance will be made by the Region with a copy of the letter furnished to the Bureau of Local Transportation.

All required test reports, weight tickets, material receipts and other project documentation required by the specifications, applicable supplemental specifications, and special provisions will be retained by the County/City for a period of three (3) years following receipt of final payment and made available for audit by the State upon request. If an audit is performed and proper documentation is not available to verify quantities and compliance with specifications, the County/City will refund the project cost to the State or do whatever is necessary to correct the project at their cost.

All County/City Industrial Access or State funded projects let to contract by the State will follow normal project procedures and comply with all current plan processing requirements.

RECOMMENDED FOR APPROVAL:


BUREAU CHIEF/REGION ENGINEER

APPROVAL:


CHIEF ENGINEER

APPROVAL:


TRANSPORTATION DIRECTOR

NOVEMBER 1, 2017

DATE

1-20

Rev. 10/2017



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: January 28, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Callyo 2009 Corp for annual renewal of Callyo Plus investigation software for MPD.

Amount of Contract:

\$17,556.00

Funding Source

Drug enforcement fund

ATTACHMENTS:

1. 20250109 Callyo Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 14 Jan 2025
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 Callyo 2009 Corp

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Callyo 2009 Corp for annual renewal of Callyo Plus
investigation software for MPD.
Drug fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$17,556.00

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, Price below bid requirement.

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>3918</u>	2025	(1530) POLICE ADMIN SERVICES	ANNUAL RENEWAL OF CALLYO PLUS INVESTIGATION SOFTWARE FOR MPD (BID EXEMPT AS SOFTWARE, PRICE BELOW BID REQUIREMENT)	\$17,556.00	<u>(294761) CALLYO 2009 CORP</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003918-00 FY 2025 Acct No: 4035.30.15.0000.0000.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 1
--	---	--------

Vendor CALLYO 2009 CORP 200 2ND AVENUE S #143 SAINT PETERSBURG, FL 33701 Tel#727-456-8840 Fax 727-824-1027	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
01/06/25	294761				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
----	-----------------------	-----	------------	-----------

General Notes

Proposal#R356841
 02/01/2025 -01/31/2026

001	ray.dimatteo@motorolasolutions.com SOFTWARE LICENSE AND/OR SUPPORT (MAINTENANCE)	1.00 EACH	17556.00000	17556.00
-----	---	--------------	-------------	----------

Additional Description Notes

CALLYO PLUS (SOFTWARE RENEWAL)
 UP TO 5 USERS
 27 - ADDITIONAL USERS (PLUS)
 3 - ADDITIONAL UNIT GROUPS

PERFORMANCE PERIOD:
 2/1/2025-1/31/2026
 Vendor Item
 Inventory Item/Loc 1721

1	4035.30.15.0000.0000.1530.0000.0000.44020. E G-DRUG-ST .OPERSUPPLS.			17556.00
---	--	--	--	----------

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003918-00 FY 2025 Acct No: 4035.30.15.0000.0000.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 2
---	---	--------

Vendor CALLYO 2009 CORP 200 2ND AVENUE S #143 SAINT PETERSBURG, FL 33701 Tel#727-456-8840 Fax 727-824-1027	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
01/06/25	294761				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	2460 GOVERNMENT STREET MOBILE, AL 36606			

Requisition Link

Requisition Total 17556.00

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

Account	Amount	Remaining Budget
E G-DRUG-ST .OPERSUPPLS.	17556.00	.00

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

Account	Amount	Remaining Budget
4035.30.15.0000.0000.1530.0000.0000.44020.	17556.00	
DRUG ENFORCEMENT FUND EXP		OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
Forward	01/06/25	JAMES BARBER	Automatic Forward to 910519885
Approved	01/07/25	RODNEY GREELEY	R.G.
Approved	01/07/25	BRANDI MONTGOMERY	Auto approved by: 910510512
Approved	01/07/25	WILLIAM JACKSON	Auto approved by: 910510512
Approved	01/07/25	WILLIAM REED	Auto approved by: 910510512
Approved	01/08/25	DREANETTA BARNES	Auto approved by: 910520990
Approved	01/08/25	TRAVIS MARSHALL	Auto approved by: 910520990
Approved	01/08/25	SHAUNAGYE SIMMS	
Approved	01/08/25	RANDY THREADGILL	Auto approved by: 910520990
Approved	01/09/25	DONALD ROSE	Auto approved by: 9105fola
Approved	01/09/25	SANDRA LEWIS	Auto approved by: 9105fola
Approved	01/09/25	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	01/09/25	SAMANTHA COOLEY	Auto approved by: 9105fola

RESOLUTION

2024

Sponsored by:

Mayor William S. Stimpson

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

Name of Company: POT-O-GOLD RENTALS, LLC

Project Name: PUBLIC SERVICE – VARIOUS LOCATIONS –
MARDI GRAS - PORTABLE TOILETS

Project Number: PS-001-25

Amount: YEAR 1 – \$74,515.00
YEAR 2 – \$74,515.00
YEAR 3 – \$74,515.00

Adopted:

City Clerk

STANDARD SERVICE CONTRACT AGREEMENT BETWEEN CITY OF MOBILE AND SERVICE CONTRACTOR

This **AGREEMENT** made and entered into this _____ day of _____, in the year 20____, by and between **THE CITY OF MOBILE**, by its Mayor, duly authorized party of the first part, hereinafter called the "City",

And the **SERVICE CONTRACTOR:** Pot-O-Gold Rentals, LLC
5237 Henry Road
Eight Mile, Alabama 36613
Telephone: (888) 768-6465

City of Mobile Business License: 074702
City of Mobile Vendor Number: 284249
State of Alabama Business Entity No.: 000-294-485

for the following **PROJECT:**

PROJECT NAME: PUBLIC SERVICE – VARIOUS LOCATIONS –
MARDI GRAS - PORTABLE TOILETS

PROJECT LOCATION: VARIOUS CITY OF MOBILE LOCATIONS

PROJECT NUMBER: PS-001-25

WITNESSETH, that this Service Contractor and City, for the considerations stated herein, agree as follows:

ARTICLE 1. Statement of Work to be Performed:

1.1 The Service Contractor shall furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project. In strict accordance with the Contract Documents as listed in Article 6, all of which are made part hereof, as prepared by or under the direction of the Director of Real Estate and Asset Management.

ARTICLE 2. Term of Contract:

2.1 The Work shall commence on the date of written Notice to Proceed, issued by the Owner. The term of the Contract is for **one (1) year** from the date of the Notice to Proceed, with the option to extend for two (2) additional one-year terms.

ARTICLE 3. Contract Sum:

3.1 The City shall pay the Service Contractor for the term of the Contract, for time and material, subject to additions and deductions provided therein, in current funds, in accordance with the Unit Pricing listed in Paragraph 3.2 Schedule of Values, the sum as follows:

Total Contract Sum (All Three Terms – MARDI GRAS SEASONS 2025, 2026, 2027)

Two Hundred Twenty-Three Thousand Five Hundred Forty-Five and 00/100 Dollars
(Written in Words) \$ 223,545.00 (Written in Numbers)

3.2 SCHEDULE OF VALUES: for all Basic Services as specified shall be billed as follows:

Year 1 Initial Deployment				
Total Number of Units for Initial Deployment:		Unit Price	Deployment Duration	Total Price
Standard (STD)	126	\$ 350.00	19 Days	\$ 44,100.00
Handicap (ADA)	18	\$ 440.00	19 Days	\$ 7,920.00
Handwashing Station (HW)	13	\$ 350.00	19 Days	\$ 4,550.00
Total				\$ 56,570.00
<i>Pricing includes extra servicing required by the Scope of Work and Exhibits A, B, and C for specific dates.</i>				
Year 1 Second Deployment				
Total Number of Units for Second Deployment:		Unit Price	Deployment Duration	Total Price
Standard (STD)	84	\$ 155.00	5 Days	\$ 13,020.00
Handicap (ADA)	10	\$ 250.00	5 Days	\$ 2,500.00
Handwashing Station (HW)	9	\$ 171.00	5 Days	\$ 1,539.00
Total				\$ 17,059.00
<i>Pricing includes extra servicing required by the Scope of Work and Exhibits A, B, and C for specific dates.</i>				
Year 1 Third Deployment				
Total Number of Units for Third Deployment:		Unit Price	Deployment Duration	Total Price
Standard (STD)	3	\$ 155.00	3 Days	\$ 465.00
Handicap (ADA)	1	\$ 250.00	3 Days	\$ 250.00
Handwashing Station (HW)	1	\$ 171.00	3 Days	\$ 171.00
Total				\$ 886.00
<i>Pricing includes extra servicing required by the Scope of Work and Exhibits A, B, and C for specific dates.</i>				

Total Amount for Year One – All Deployments – Mardi Gras 2025:

Seventy-Four Thousand Five Hundred Fifteen and 00/100 Dollars **\$ 74,515.00**
(Written in Words) **(Written in Numbers)**

Year 2 Initial Deployment				
Total Number of Units for Initial Deployment:		Unit Price	Deployment Duration	Total Price
Standard (STD)	126	\$ 350.00	19 Days	\$ 44,100.00
Handicap (ADA)	18	\$ 440.00	19 Days	\$ 7,920.00
Handwashing Station (HW)	13	\$ 350.00	19 Days	\$ 4,550.00
Total				\$ 56,570.00
<i>Pricing includes extra servicing required by the Scope of Work and Exhibits A, B, and C for specific dates.</i>				
Year 2 Second Deployment				
Total Number of Units for Second Deployment:		Unit Price	Deployment Duration	Total Price
Standard (STD)	84	\$ 155.00	5 Days	\$ 13,020.00
Handicap (ADA)	10	\$ 250.00	5 Days	\$ 2,500.00
Handwashing Station (HW)	9	\$ 171.00	5 Days	\$ 1,539.00
Total				\$ 17,059.00
<i>Pricing includes extra servicing required by the Scope of Work and Exhibits A, B, and C for specific dates.</i>				
Year 2 Third Deployment				
Total Number of Units for Third Deployment:		Unit Price	Deployment Duration	Total Price
Standard (STD)	3	\$ 155.00	3 Days	\$ 465.00
Handicap (ADA)	1	\$ 250.00	3 Days	\$ 250.00
Handwashing Station (HW)	1	\$ 171.00	3 Days	\$ 171.00
Total				\$ 886.00
<i>Pricing includes extra servicing required by the Scope of Work and Exhibits A, B, and C for specific dates.</i>				

Total Amount for Year Two – All Deployments – Mardi Gras 2026:

Seventy-Four Thousand Five Hundred Fifteen and 00/100 Dollars

(Written in Words)

\$ 74,515.00

(Written in Numbers)

Year 3 Initial Deployment				
Total Number of Units for Initial Deployment:		Unit Price	Deployment Duration	Total Price
Standard (STD)	126	\$ 350.00	19 Days	\$ 44,100.00
Handicap (ADA)	18	\$ 440.00	19 Days	\$ 7,920.00
Handwashing Station (HW)	13	\$ 350.00	19 Days	\$ 4,550.00
Total				\$ 56,570.00
<i>Pricing includes extra servicing required by the Scope of Work and Exhibits A, B, and C for specific dates.</i>				
Year 3 Second Deployment				
Total Number of Units for Second Deployment:		Unit Price	Deployment Duration	Total Price
Standard (STD)	84	\$ 155.00	5 Days	\$ 13,020.00
Handicap (ADA)	10	\$ 250.00	5 Days	\$ 2,500.00
Handwashing Station (HW)	9	\$ 171.00	5 Days	\$ 1,539.00

CONTRACT AGREEMENT

PAGE 3 OF 9

the provisions listed in the Scope of Work, within 24 hours of placement of the order from the Service Contractor Administrator or designated representative.

The City of Mobile reserves the right to add, remove and modify services, as needed during the term of this Agreement.

ARTICLE 4. Payments:

4.1 The City shall pay the Service Contractor on account of the Contract as follows:

- A. Payments shall be made monthly upon completion and inspections of the work specified.
- B. Two (2) original invoices shall be delivered to the Service Contract Administrator for review. Invoices shall list all facilities serviced and shall provide unit pricing in accordance with the approved Schedule of Values.
- C. Payments shall be made in accordance with the accepted Schedule of Values listed in the Contract Documents.

ARTICLE 5. Termination of the Contract:

5.1 The Owner or Service Contractor may terminate the Contract upon thirty (30) days written notice. The Owner shall pay the Service Contractor for work executed and for proven loss with respect to materials, equipment, tools, and reasonable overhead.

5.2 The Owner shall not make payment to the Service Contractor for profit and damages, as the result of terminating the Contract.

ARTICLE 6. Contract Documents:

6.1 The contract documents consist of this Agreement, General Conditions of the Contract, and the Specifications (all of which are bound in the Project Manual), Addenda issued prior to the execution of the Contract, The Service Contractor's Proposal as accepted by the City, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

- 1. This Agreement;
- 2. Exhibit A - Mardi Gras 2025 List of Services and Locations;
- 3. Exhibit B - Mardi Gras 2026 List of Services and Locations;
- 4. Exhibit C - Mardi Gras 2027 List of Services and Locations;
- 5. Portable Toilet Locations (map);
- 6. Portable Toilet Locations Mark-Up Map;
- 7. Scope of Work;
- 8. Bid Form;
- 9. Request for Waiver of DBE Goal Form;
- 10. Alabama Secretary of State Business Entity Form;
- 11. E-Verify Form;
- 12. Certificate of Insurance with Endorsements;
- 13. General Conditions; and
- 14. Addendum One.

ARTICLE 7. Insurance:

7.1 Required coverage:

7.1.1 For the term of this Agreement, Service Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall name the City of Mobile as an additional insured, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

A. Comprehensive Liability insurance (occurrence form) including coverage for premises, products and complete operations, and blanket contractual liability, specifically covering the obligations assumed by the Service Contractor.

1. Bodily injury liability:
\$1,000,000 each person
\$1,000,000 each occurrence
2. Property damage liability - \$1,000,000 each occurrence.
3. Or, in lieu of (1) and (2) above:
Bodily injury and property damage combined –\$1,000,000 per occurrence
4. General Aggregate limit shall apply on a “Per Project” Basis.

B. Comprehensive – Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles.

1. Bodily injury liability:
\$1,000,000 each person
\$1,000,000 each occurrence
2. Property damage liability - \$1,000,000 each occurrence.
3. Or, in lieu of (1) and (2) above)
Bodily injury and property damage combined – \$1,000,000 per occurrence

C. Excess/Umbrella Liability insurance

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

D. Workers' Compensation insurance - in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

7.1.2 If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Service Contractor’s covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

7.1.3 Waiver of Subrogation - all policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

7.1.4 Additional Insured - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to name City of Mobile as an Additional Insured.

7.1.5 Primary Insurance - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

7.1.6 Certificates of Insurance - prior to execution of the Agreement, Service Contractor shall deliver to the City of Mobile certificates of insurance certifying the existence and limits of the insurance coverages, noting applicable endorsements, described above, and shall deliver same and renewals thereof to the City of Mobile. The certificates shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

7.2 General

7.2.1 A Surety authorized to do business in the State of Alabama shall execute and furnish all insurance. Insurance produced outside of the State of Alabama must be signed or countersigned by a Resident Agent, with resident agent's name, address and telephone number typed or printed on form.

ARTICLE 8. Miscellaneous Provisions:

8.1 Breach of Contract: In the event of any breach or apparent breach by Service Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Service Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

8.2 Indemnification: Service Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees, whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Service Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Service Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Service Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

8.3 Entire Agreement: This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings, or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

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

8.5 Licenses, Permits, Etc.: Service Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization, and assurances necessary in order to abide by the terms of this Agreement.

8.6 No Agency Relationship Created: Service Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time-to-time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Service Contractor provided for herein are performed, but on the contrary, Service Contractor shall be wholly responsible, therefore.

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

8.8 Assertion of Rights: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

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

8.10 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to affect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

8.11 Public contracts with entities engaging in certain boycott activities: **By signing this contract, Service Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.**

ARTICLE 9. Signature:

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Service Contractor by such duly authorized officers or individuals as may be required by law.

OWNER: City of Mobile

SERVICE CONTRACTOR:

Pot-O-Gold Rentals, LLC

Signature

Signature

William C. Stimpson, Mayor, City of Mobile
Printed Name and Title

Dennis Flynn, President
Printed Name and Title

(Corporate Seal if applicable)

ATTEST:

City Clerk

STATE OF Louisiana
COUNTY OF Tangipahoa

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Dennis Flynn as President of Pot-O-Gold Rentals 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 Pot-O-Gold Rentals. Sworn to and subscribed for me this 5th day of December, 2024.

NOTARY PUBLIC

My Commission Expires: At Death



L. WAYNE PEARL
NOTARY PUBLIC
LA. BAR ROLL #309804
STATE OF LOUISIANA
My Commission Expires
At Death

END OF SECTION

CONTRACT AGREEMENT
PAGE 9 OF 9

EXHIBIT A
MARDI GRAS 2025 PORTABLE TOILETS
LIST OF SERVICES AND LOCATIONS

Initial Deployment Summary

Total Number of Units for Initial Deployment:		In Service Dates: 2/14/25 -thru- 3/4/2025	Notes: Deployment may start as early as 2/10/24. ALL units must be in place & in service no later than 2 p.m. on 2/14/2025 – 3/4/25. They may be removed no later than 3/14/25.
Standard (STD)	126	Duration: 19 Days	
Handicap (ADA)	18		
Handwashing Station (HW)	13		

Initial Deployment Details

No. & Type of Units:			Deployment Location	Placement Details and Service Intervals <i>All units serviced 1x Per Day until date of Second Deployment when they will be serviced 2x Per Day for remainder of In-Service Period. Servicing shall occur any time between 11pm and 4pm the following day.</i>	Map No. (Exhibit B)
STD	ADA	HW			
4			Claiborne St.	Near center gate of Civic Center Parking Lot Fence	1
5	1	1	Canal St. and Claiborne St.	Near SW corner of Canal and Clairborne, just off sidewalk to best accommodate special needs access	2
4	1		Claiborne St.	Across from Monroe St.	3
2			S. Scott St.	Near Cemetery Gates at Library Pump House	4
4			Government St. and S. Lawrence St.	Southeast Corner	5
3			Conti St. and Broad St.	Northeast Corner	6
9	1	2		Spanish Plaza	7
16	4	2	St. Joseph St.	East Side of Bienville Square	8
5	1	1		North Side of Wallace Tunnel Ventilation Building	9
4			Government St. and Royal St. at Mardi Gras Park	Northeast Corner of Mardi Gras Park	9
4			Government St. at Mardi Gras Park	Northwest Corner of Mardi Gras Park	9
4			Royal St. and Church St. at Mardi Gras Park	Southeast Corner of Mardi Gras Park	9
3	1	1	Church St. at Mardi Gras Park	Southwest Corner of Mardi Gras Park	9
3	1		Theater St.	N. side of street, E. of Charlotte House Fence	10
3			Church St. and S. Conception	In City Parking Area	11
6			Water St.	East side of Fort Conde Parking Lot between chain-link fence and Service Road	12
2	1	1	702 Government St.	In front of Library Admin Offices, on grassy area between sidewalk and Government St., close to edge of sidewalk	13
3	1	1	N. Jefferson and Spring Hill Ave.	East side of N. Jefferson, on the grass between sidewalk and street	14

3	1		900 St. Anthony St.	At Parking Lot on red tiles at sidewalk edge	15
4	1	1	Bayou St.	Bayou St. side of Ryan Park across from Ryan Tower	16
2			57 N. Broad St.	At Omega Psi Phi Fraternity House	17
2			Joachim St. and Church St.	At Parking Lot	18
2			Broad St. and Canal St.	Southeast Corner – along the Emerson Garden Brick wall	19
4			Broad St. and Spring Hill	In grass between sidewalk and street, directly across from Omega Psi Phi House	20
3			Broad St. and Government St.	Old CVS parking Lot (against building on Government St. side) Do not Block Building's Emergency Exit	21
3	3	1	540 Texas St,	James Seals Parking Lot (on islands)	22
5			Government St. and Dearborn St.	By McDonalds – by east sidewalk at least 60 feet down Dearborn from Government St.	23
2		1	109 S. Cedar St.	MPD Commander's Unit	24
4	1	1	Claiborne St. and Conti St.	On grass at Southwest corner of Cathedral Square along Conti St.	25
4			S. Royal St. and Conti St.	Against Olensky Bro. Building, along Conti St.	26
2			106 S. Broad St.	On grass between sidewalk and Life-Line Church	27
2			Water St. and Monroe St.	Under I-10 Ramp (MPD Temporary Mardi Gras Impound Lot)	59

Second Deployment

Total Number of Units for Second Deployment:		In-Service Dates: 2/28/25 -thru- 3/4/25	Notes: Deployment may start as early as 2/24/25. ALL units must be in place & in service no later than 2 p.m. on 2/28/2025 – 3/4/25. They may be removed no later than 3/14/25.
Standard (STD)	84		
Handicap (ADA)	10	Duration: 5 Days	
Handwashing Station (HW)	9		

Second Deployment Details

No. & Type of Units:			Deployment Location	Placement Details and Service Intervals <i>All units will be serviced 2x Per Day for remainder of In-Service Period. Servicing shall occur any time between 11pm and 4pm the following day.</i>	Map No. (Exhibit B)
STD	ADA	HW			
1	1		Spring Hill Ave. and N. Pine St.	East side of N. Pine, in the grassy area between Pine and the sidewalk	28
2			Dr. Martin Luther King Jr. Ave. and Ryland Ln.	In the vacant lot at edge of sidewalk	29
2			Dr. Martin Luther King Jr. Ave. and Maple St.	Vacant lot along Maple St at edge of sidewalk	30
2			1266 Dr. Martin Luther King Jr. Ave.	In grassy area between sidewalk and Live Oak St. in between pole and metal junction box	31
2			650 St. Francis St.	At the old driveway entrance	32
3	1		Congress St. and Dearborn St.	Along Congress St. against YMCA Fence	33

3			Lexington Ave. and Congress St.	Place near fence	34
4	1	1	701 Dr. Martin Luther King Jr. Ave	In grass area in front of vacant blue roof building	35
6	1	1	Congress St. and Washington Ave.	Along the congress St. Fence at Mammoth Hall	36
2			Cathedral Square	Place on NE Corner of park opposite of existing units	37
3			Government St. and Jefferson St.	Along the small fence by sidewalk approx. 40 feet down Jefferson St.	38
3			Canal St. and Broad St.	Southeast Corner – along the Emerson Garden Brick wall	39
2			Lexington Ave. and St. Stephens Rd.	NE corner of intersection at edge of sidewalk	40
4			1151 Spring Hill Ave. E.	At Spring Hill Recreation Center, east side of entrance, along the parking area, at least 60 feet from Springhill Ave.	41
3			Church St. and S. Broad St.	At SW corner of intersection down church street	42
4	1	1	S. Clairborne St. and Canal St.	Southwest Corner of intersection, near sidewalk	43
4	1	1	Congress St. and N. Lawrence St.	On vacant lot, at edge of sidewalk	44
5		1	Dr. Martin Luther King Jr. Ave. and Clay Ave.	On vacant lot at NE Corner at edge of sidewalk	45
2			880 Dr. Martin Luther King Jr. Ave.	West end of Lincoln Square Parking Lot, close to MLK	46
2			Canal Street and S. Warren St.	On north median	47
4	1	1	880 Dr. Martin Luther King Jr. Ave.	East end of Lincoln Square Parking Lot, close to MLK	48
2			409 Lexington St.	Near the sidewalk at Mt. Olive Baptist Church Parking Lot	49
6		1	1320 Center St	In the triangle parking area close to Center St.	50
2			Government St. and Marine St.	In grassy area (between street and sidewalk) along the east side of Marine St., from Government St.	52
5	1	1	Fort Conde	South side of Royal St, across from the fort	53
3	1		S. Broad St. and Canal St.	Southeast Corner – along the Emerson Garden Brick wall	54
3	1	1	S. Broad St. and Augusta St.	East Side of Broad St. in grass/dirt area between sidewalk and street in front of Bay Oaks	55
Note: Units in Map No. 54 & 55 (above) MUST be relocated to locations denoted by Map No. 57 & 58 (below) after Joe Cain Day Run on 3/2/25.					
3	1		Warren St. and State St.	At Vacant lot on NW Corner at edge of sidewalk	57
3	1	1	Canal St.	Just south of the Ice House on the Canal St. north median	58

Third Deployment (Trinity Gardens)						
Total Number of Units for Third Deployment			In-Service Dates:		Notes: Deployment may start as early as 3/6/25. ALL units must be in place & in service no later than 2 p.m. on 3/7/25 – 3/9/25. They may be removed no later than 3/14/25.	
Standard (STD)		3				
Handicap (ADA)		1				
Handwashing Station (HW)		1				
Third Deployment Details						
No. & Type of Units			Deployment Location	Placement Details and Service Intervals		Map No. (Exhibit B)
STD	ADA	HW		All units will be serviced 1x Per Day for In-Service Period. Servicing shall occur any time between 11pm and 7am the following day.		
3	1	1	Jessie St., near Berkley Ave.	Place near fence at the old John Deere Plant driveway entrance		Inset 60

EXHIBIT B
MARDI GRAS 2026 PORTABLE TOILETS
LIST OF SERVICES AND LOCATIONS

Initial Deployment Summary								
Total Number of Units for Initial Deployment:			In Service Dates: 1/30/26 -thru- 2/17/2026		Notes: Deployment may start as early as 1/26/26. ALL units must be in place & in service no later than 2 p.m. on 1/30/2026 – 2/17/26. They may be removed no later than 2/27/26.			
Standard (STD)		126						
Handicap (ADA)		18		Duration: 19 Days				
Handwashing Station (HW)		13						
Initial Deployment Details								
No. & Type of Units:			Deployment Location		Placement Details and Service Intervals <i>All units serviced 1x Per Day until date of Second Deployment when they will be serviced 2x Per Day for remainder of In-Service Period. Servicing shall occur any time between 11pm and 4pm the following day.</i>		Map No. (Exhibit B)	
STD	ADA	HW						
4			Claiborne St.	Near center gate of Civic Center Parking Lot Fence				1
5	1	1	Canal St. and Claiborne St.	Near SW corner of Canal and Clairborne, just off sidewalk to best accommodate special needs access				2
4	1		Claiborne St.	Across from Monroe St.				3
2			S. Scott St.	Near Cemetery Gates at Library Pump House				4
4			Government St. and S. Lawrence St.	Southeast Corner				5
3			Conti St. and Broad St.	Northeast Corner				6
9	1	2		Spanish Plaza				7
16	4	2	St. Joseph St.	East Side of Bienville Square				8
5	1	1		North Side of Wallace Tunnel Ventilation Building				9
4			Government St. and Royal St. at Mardi Gras Park	Northeast Corner of Mardi Gras Park				9
4			Government St. at Mardi Gras Park	Northwest Corner of Mardi Gras Park				9
4			Royal St. and Church St. at Mardi Gras Park	Southeast Corner of Mardi Gras Park				9
3	1	1	Church St. at Mardi Gras Park	Southwest Corner of Mardi Gras Park				9
3	1		Theater St.	N. side of street, E. of Charlotte House Fence				10
3			Church St. and S. Conception	In City Parking Area				11
6			Water St.	East side of Fort Conde Parking Lot between chain-link fence and Service Road				12
2	1	1	702 Government St.	In front of Library Admin Offices, on grassy area between sidewalk and Government St., close to edge of sidewalk				13
3	1	1	N. Jefferson and Spring Hill Ave.	East side of N. Jefferson, on the grass between sidewalk and street				14

3	1		900 St. Anthony St.	At Parking Lot on red tiles at sidewalk edge	15
4	1	1	Bayou St.	Bayou St. side of Ryan Park across from Ryan Tower	16
2			57 N. Broad St.	At Omega Psi Phi Fraternity House	17
2			Joachim St. and Church St.	At Parking Lot	18
2			Broad St. and Canal St.	Southeast Corner – along the Emerson Garden Brick wall	19
4			Broad St. and Spring Hill	In grass between sidewalk and street, directly across from Omega Psi Phi House	20
3			Broad St. and Government St.	Old CVS parking Lot (against building on Government St. side) Do not Block Building's Emergency Exit	21
3	3	1	540 Texas St,	James Seals Parking Lot (on islands)	22
5			Government St. and Dearborn St.	By McDonalds – by east sidewalk at least 60 feet down Dearborn from Government St.	23
2		1	109 S. Cedar St.	MPD Commander's Unit	24
4	1	1	Claiborne St. and Conti St.	On grass at Southwest corner of Cathedral Square along Conti St.	25
4			S. Royal St. and Conti St.	Against Olensky Bro. Building, along Conti St.	26
2			106 S. Broad St.	On grass between sidewalk and Life-Line Church	27
2			Water St. and Monroe St.	Under I-10 Ramp (MPD Temporary Mardi Gras Impound Lot)	59

Second Deployment

Second Deployment				
Total Number of Units for Second Deployment:		In-Service Dates: 2/13/26 -thru- 2/17/26	Notes: Deployment may start as early as 2/9/26. ALL units must be in place & in service no later than 2 p.m. on 2/13/26 – 2/17/26. They may be removed no later than 2/27/26.	
Standard (STD)	84			
Handicap (ADA)	10	Duration: 5 Days		
Handwashing Station (HW)	9			

Second Deployment Details

No. & Type of Units:			Deployment Location	Placement Details and Service Intervals <i>All units will be serviced 2x Per Day for remainder of In-Service Period. Servicing shall occur any time between 11pm and 4pm the following day.</i>	Map No. (Exhibit B)
STD	ADA	HW			
1	1		Spring Hill Ave. and N. Pine St.	East side of N. Pine, in the grassy area between Pine and the sidewalk	28
2			Dr. Martin Luther King Jr. Ave. and Ryland Ln.	In the vacant lot at edge of sidewalk	29
2			Dr. Martin Luther King Jr. Ave. and Maple St.	Vacant lot along Maple St at edge of sidewalk	30
2			1266 Dr. Martin Luther King Jr. Ave.	In grassy area between sidewalk and Live Oak St. in between pole and metal junction box	31
2			650 St. Francis St.	At the old driveway entrance	32
3	1		Congress St. and Dearborn St.	Along Congress St. against YMCA Fence	33

3			Lexington Ave. and Congress St.	Place near fence	34
4	1	1	701 Dr. Martin Luther King Jr. Ave	In grass area in front of vacant blue roof building	35
6	1	1	Congress St. and Washington Ave.	Along the congress St. Fence at Mammoth Hall	36
2			Cathedral Square	Place on NE Corner of park opposite of existing units	37
3			Government St. and Jefferson St.	Along the small fence by sidewalk approx. 40 feet down Jefferson St.	38
3			Canal St. and Broad St.	Southeast Corner – along the Emerson Garden Brick wall	39
2			Lexington Ave. and St. Stephens Rd.	NE corner of intersection at edge of sidewalk	40
4			1151 Spring Hill Ave. E.	At Spring Hill Recreation Center, east side of entrance, along the parking area, at least 60 feet from Springhill Ave.	41
3			Church St. and S. Broad St.	At SW corner of intersection down church street	42
4	1	1	S. Clairborne St. and Canal St.	Southwest Corner of intersection, near sidewalk	43
4	1	1	Congress St. and N. Lawrence St.	On vacant lot, at edge of sidewalk	44
5		1	Dr. Martin Luther King Jr. Ave. and Clay Ave.	On vacant lot at NE Corner at edge of sidewalk	45
2			880 Dr. Martin Luther King Jr. Ave.	West end of Lincoln Square Parking Lot, close to MLK	46
2			Canal Street and S. Warren St.	On north median	47
4	1	1	880 Dr. Martin Luther King Jr. Ave.	East end of Lincoln Square Parking Lot, close to MLK	48
2			409 Lexington St.	Near the sidewalk at Mt. Olive Baptist Church Parking Lot	49
6		1	1320 Center St	In the triangle parking area close to Center St.	50
2			Government St. and Marine St.	In grassy area (between street and sidewalk) along the east side of Marine St., from Government St.	52
5	1	1	Fort Conde	South side of Royal St, across from the fort	53
3	1		S. Broad St. and Canal St.	Southeast Corner – along the Emerson Garden Brick wall	54
3	1	1	S. Broad St. and Augusta St.	East Side of Broad St. in grass/dirt area between sidewalk and street in front of Bay Oaks	55
Note: Units in Map No. 54 & 55 (above) MUST be relocated to locations denoted by Map No. 57 & 58 (below) after Joe Cain Day Run on 3/2/25.					
3	1		Warren St. and State St.	At Vacant lot on NW Corner at edge of sidewalk	57
3	1	1	Canal St.	Just south of the Ice House on the Canal St. north median	58

Third Deployment (Trinity Gardens)					
Total Number of Units for Third Deployment		In-Service Dates:	Notes: Deployment may start as early as 2/19/26. ALL units must be in place & in service no later than 2 p.m. on 2/20/26 – 2/22/26. They may be removed no later than 2/27/26.		
Standard (STD)	3	Duration: 3 Days			
Handicap (ADA)	1				
Handwashing Station (HW)	1				
Third Deployment Details					
No. & Type of Units			Deployment Location	Placement Details and Service Intervals <i>All units will be serviced 1x Per Day for In-Service Period. Servicing shall occur any time between 11pm and 7am the following day.</i>	Map No. (Exhibit B)
STD	ADA	HW			
3	1	1	Jessie St., near Berkley Ave.	Place near fence at the old John Deere Plant driveway entrance	Inset 60

EXHIBIT C
MARDI GRAS 2027 PORTABLE TOILETS
LIST OF SERVICES AND LOCATIONS

Initial Deployment Summary							
Total Number of Units for Initial Deployment:			In Service Dates: 1/22/27 -thru- 2/9/27		Notes: Deployment may start as early as 1/18/27. ALL units must be in place & in service no later than 2 p.m. on 1/22/27 – 2/9/27. They may be removed no later than 2/19/27.		
			Standard (STD)				126
			Handicap (ADA)				18
Handwashing Station (HW)		13	Duration: 19 Days				
Initial Deployment Details							
No. & Type of Units:			Deployment Location	Placement Details and Service Intervals <i>All units serviced 1x Per Day until date of Second Deployment when they will be serviced 2x Per Day for remainder of In-Service Period. Servicing shall occur any time between 11pm and 4pm the following day.</i>	Map No. (Exhibit B)		
STD	ADA	HW					
4			Claiborne St.	Near center gate of Civic Center Parking Lot Fence	1		
5	1	1	Canal St. and Claiborne St.	Near SW corner of Canal and Clairborne, just off sidewalk to best accommodate special needs access	2		
4	1		Claiborne St.	Across from Monroe St.	3		
2			S. Scott St.	Near Cemetery Gates at Library Pump House	4		
4			Government St. and S. Lawrence St.	Southeast Corner	5		
3			Conti St. and Broad St.	Northeast Corner	6		
9	1	2		Spanish Plaza	7		
16	4	2	St. Joseph St.	East Side of Bienville Square	8		
5	1	1		North Side of Wallace Tunnel Ventilation Building	9		
4			Government St. and Royal St. at Mardi Gras Park	Northeast Corner of Mardi Gras Park	9		
4			Government St. at Mardi Gras Park	Northwest Corner of Mardi Gras Park	9		
4			Royal St. and Church St. at Mardi Gras Park	Southeast Corner of Mardi Gras Park	9		
3	1	1	Church St. at Mardi Gras Park	Southwest Corner of Mardi Gras Park	9		
3	1		Theater St.	N. side of street, E. of Charlotte House Fence	10		
3			Church St. and S. Conception	In City Parking Area	11		
6			Water St.	East side of Fort Conde Parking Lot between chain-link fence and Service Road	12		
2	1	1	702 Government St.	In front of Library Admin Offices, on grassy area between sidewalk and Government St., close to edge of sidewalk	13		
3	1	1	N. Jefferson and Spring Hill Ave.	East side of N. Jefferson, on the grass between sidewalk and street	14		

3	1		900 St. Anthony St.	At Parking Lot on red tiles at sidewalk edge	15
4	1	1	Bayou St.	Bayou St. side of Ryan Park across from Ryan Tower	16
2			57 N. Broad St.	At Omega Psi Phi Fraternity House	17
2			Joachim St. and Church St.	At Parking Lot	18
2			Broad St. and Canal St.	Southeast Corner – along the Emerson Garden Brick wall	19
4			Broad St. and Spring Hill	In grass between sidewalk and street, directly across from Omega Psi Phi House	20
3			Broad St. and Government St.	Old CVS parking Lot (against building on Government St. side) Do not Block Building's Emergency Exit	21
3	3	1	540 Texas St,	James Seals Parking Lot (on islands)	22
5			Government St. and Dearborn St.	By McDonalds – by east sidewalk at least 60 feet down Dearborn from Government St.	23
2		1	109 S. Cedar St.	MPD Commander's Unit	24
4	1	1	Claiborne St. and Conti St.	On grass at Southwest corner of Cathedral Square along Conti St.	25
4			S. Royal St. and Conti St.	Against Olensky Bro. Building, along Conti St.	26
2			106 S. Broad St.	On grass between sidewalk and Life-Line Church	27
2			Water St. and Monroe St.	Under I-10 Ramp (MPD Temporary Mardi Gras Impound Lot)	59

Second Deployment

Total Number of Units for Second Deployment:		In-Service Dates: 2/5/27 -thru- 2/9/27	Notes: Deployment may start as early as 2/1/27. ALL units must be in place & in service no later than 2 p.m. on 2/5/27 – 2/9/27. They may be removed no later than 2/19/27.
Standard (STD)	84		
Handicap (ADA)	10	Duration: 5 Days	
Handwashing Station (HW)	9		

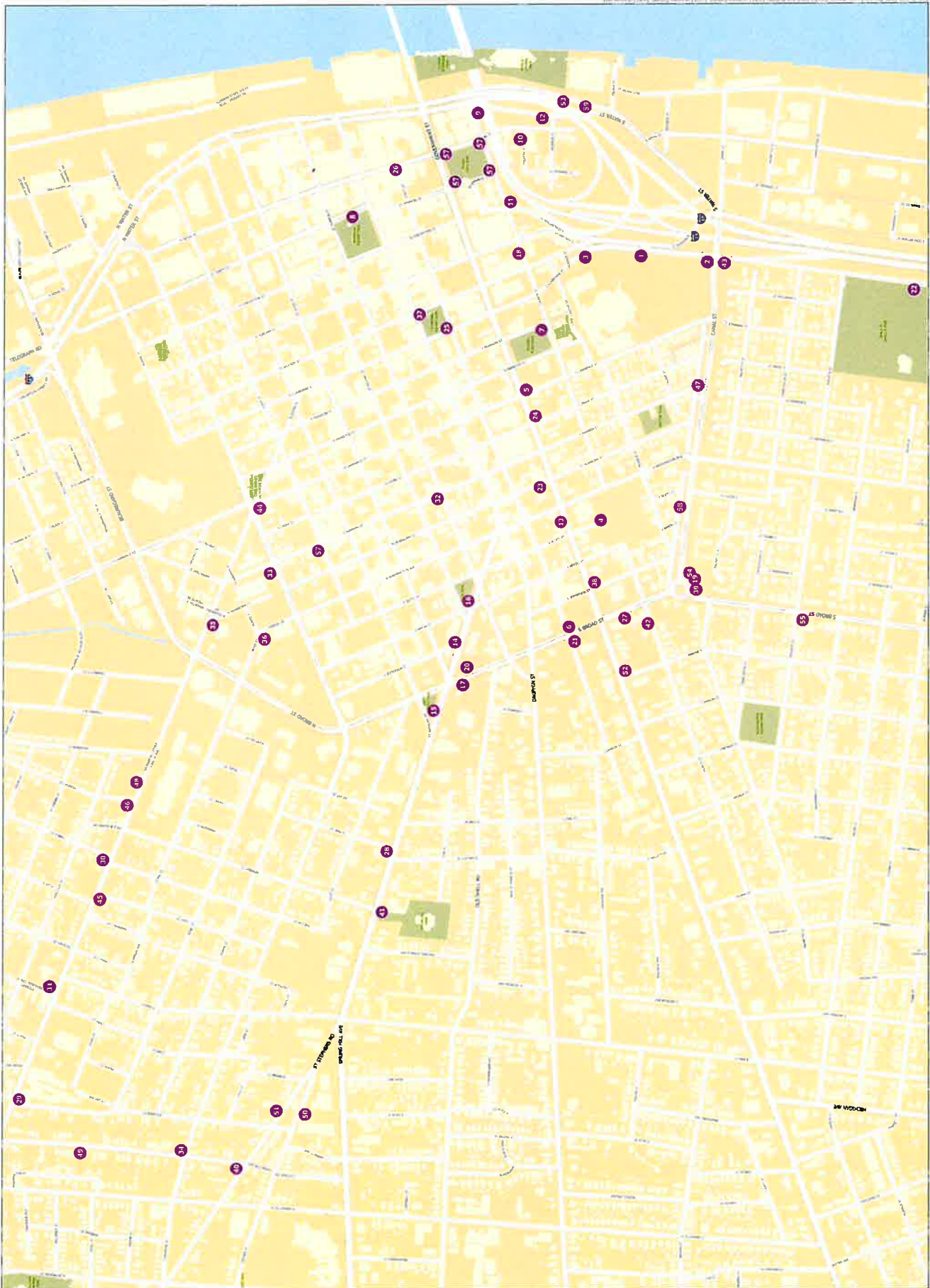
Second Deployment Details

No. & Type of Units:			Deployment Location	Placement Details and Service Intervals <i>All units will be serviced 2x Per Day for remainder of In-Service Period. Servicing shall occur any time between 11pm and 4pm the following day.</i>	Map No. (Exhibit B)
STD	ADA	HW			
1	1		Spring Hill Ave. and N. Pine St.	East side of N. Pine, in the grassy area between Pine and the sidewalk	28
2			Dr. Martin Luther King Jr. Ave. and Ryland Ln.	In the vacant lot at edge of sidewalk	29
2			Dr. Martin Luther King Jr. Ave. and Maple St.	Vacant lot along Maple St at edge of sidewalk	30
2			1266 Dr. Martin Luther King Jr. Ave.	In grassy area between sidewalk and Live Oak St. in between pole and metal junction box	31
2			650 St. Francis St.	At the old driveway entrance	32
3	1		Congress St. and Dearborn St.	Along Congress St. against YMCA Fence	33

3			Lexington Ave. and Congress St.	Place near fence	34
4	1	1	701 Dr. Martin Luther King Jr. Ave	In grass area in front of vacant blue roof building	35
6	1	1	Congress St. and Washington Ave.	Along the congress St. Fence at Mammoth Hall	36
2			Cathedral Square	Place on NE Corner of park opposite of existing units	37
3			Government St. and Jefferson St.	Along the small fence by sidewalk approx. 40 feet down Jefferson St.	38
3			Canal St. and Broad St.	Southeast Corner – along the Emerson Garden Brick wall	39
2			Lexington Ave. and St. Stephens Rd.	NE corner of intersection at edge of sidewalk	40
4			1151 Spring Hill Ave. E.	At Spring Hill Recreation Center, east side of entrance, along the parking area, at least 60 feet from Springhill Ave.	41
3			Church St. and S. Broad St.	At SW corner of intersection down church street	42
4	1	1	S. Clairborne St. and Canal St.	Southwest Corner of intersection, near sidewalk	43
4	1	1	Congress St. and N. Lawrence St.	On vacant lot, at edge of sidewalk	44
5		1	Dr. Martin Luther King Jr. Ave. and Clay Ave.	On vacant lot at NE Corner at edge of sidewalk	45
2			880 Dr. Martin Luther King Jr. Ave.	West end of Lincoln Square Parking Lot, close to MLK	46
2			Canal Street and S. Warren St.	On north median	47
4	1	1	880 Dr. Martin Luther King Jr. Ave.	East end of Lincoln Square Parking Lot, close to MLK	48
2			409 Lexington St.	Near the sidewalk at Mt. Olive Baptist Church Parking Lot	49
6		1	1320 Center St	In the triangle parking area close to Center St.	50
2			Government St. and Marine St.	In grassy area (between street and sidewalk) along the east side of Marine St., from Government St.	52
5	1	1	Fort Conde	South side of Royal St, across from the fort	53
3	1		S. Broad St. and Canal St.	Southeast Corner – along the Emerson Garden Brick wall	54
3	1	1	S. Broad St. and Augusta St.	East Side of Broad St. in grass/dirt area between sidewalk and street in front of Bay Oaks	55
Note: Units in Map No. 54 & 55 (above) MUST be relocated to locations denoted by Map No. 57 & 58 (below) after Joe Cain Day Run on 3/2/25.					
3	1		Warren St. and State St.	At Vacant lot on NW Corner at edge of sidewalk	57
3	1	1	Canal St.	Just south of the Ice House on the Canal St. north median	58

Third Deployment (Trinity Gardens)						
Total Number of Units for Third Deployment			In-Service Dates:	Notes: Deployment may start as early as 2/11/27. ALL units must be in place & in service no later than 2 p.m. on 2/12/27 – 2/14/27. They may be removed no later than 2/19/27.		
Standard (STD)		3	2/12/27 -thru- 2/14/27			
Handicap (ADA)		1	Duration: 3 Days			
Handwashing Station (HW)		1				
Third Deployment Details						
No. & Type of Units			Deployment Location	Placement Details and Service Intervals <i>All units will be serviced 1x Per Day for In-Service Period. Servicing shall occur any time between 11pm and 7am the following day.</i>	Map No. (Exhibit B)	
STD	ADA	HW				
3	1	1	Jessie St., near Berkley Ave.	Place near fence at the old John Deere Plant driveway entrance	Inset 60	

MARDI GRAS - 2024 PORTABLE TOILET LOCATIONS





MARDI GRAS PORTABLE TOILET LOCATIONS MARK-UP MAP



500 US Feet

Copyright 2010



SCOPE OF WORK
MARDI GRAS PORTABLE TOILETS - PS-001-25

November 6th, 2024

Scope of Services.

Work to be performed by Service Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, equipment and supplies, and all associated travel time and expenses required for the delivery, installation, servicing, and removal of portable toilets and handwashing stations at various City of Mobile locations, for Mardi Gras in accordance with the terms of this Contract as listed in Exhibit A Mardi Gras 2025 Portable Toilets List of Services and Locations, Exhibit B Mardi Gras 2026 Portable Toilets List of Services and Locations, and Exhibit C Mardi Gras 2027 Portable Toilets Lists of Services and Locations.

1. Service Contractor shall insure all additional ordered Units are delivered and in place in accordance with the provisions listed in the Scope of Work, within 24 hours of the order's placement by Service Contractor Administrator or designated representative.
2. Service Contractor shall provide portable toilets and handwashing stations in new or "like-new" condition during the term of this Agreement. The furnishing and servicing of portable toilets at various sites (during the term of this Agreement) shall include:
 - a. Furnish the best portable units available. All doors shall function properly, and all hardware and paper holders shall be intact.
 - b. Furnish and keep rolls of clean toilet paper in all units.
 - c. Furnish the necessary chemicals and cleaning agents to keep units clean and odor free.
 - d. Service each unit per the requested frequency (1x daily, 2x daily per Exhibit A, B, and C), and upon request.
 - e. Furnish soap/gel or alcohol/gel and cleaner dispenser in all units.
 - f. Furnish units in location(s) designated by Service Contract Administrator or designated representative.
 - g. Portable toilets shall not be placed near storm drains, with placement no closer than twenty-five (25) feet minimum from any drain inlet.
3. Scheduling and Coordination:

- a. Service Contractor shall coordinate all placement and replacement work with the Service Contract Administrator or other designated representative. Scheduling shall be at least 24 hours in advance of initial placement.
- b. Install, service, and remove all portable toilets carefully, with all necessary consideration for neighbors and the public. Avoid interference with the use of, and passage to and from, adjacent buildings and facilities.
- c. All portable toilets shall be serviced at least once (1) daily throughout the term(s) of the contract with chemicals and toilet paper provided by service contractor. Upon the Second Deployment In-Service Date, all deployed units shall have twice daily (2) service for the In-Service duration indicated in Exhibits A, B, and C. Third Deployment will remain on a once (1) daily service basis for the duration of its In-Service period.
- d. In addition to the scheduled servicing, one (1) additional spot check shall be performed on all units on Mardi Gras Day and Joe Cain Day for each term.
- e. To accommodate logistical challenges in delivery of units, earlier deployment of units is permitted as noted in Exhibits A, B, and C. Units shall be removed no later than the corresponding date indicated in the Exhibits following the last In-Service date.

4. Cleaning:

- a. Service each unit when specified by pumping out contents of portable units, cleaning the interior of units and replenishing paper supplies, etc. Units must be serviced with industry-accepted chemicals.
- b. At the end of the specified period, toilets are to be picked up and the site cleared of any debris from the use of the facility. Leave the site in a neat and orderly condition.

5. Removal of Units due to Storm Event:

- a. Service Contractor shall be required to remove all portable toilets and handwash stations at least forty-eight (48) hours prior to any named storm event with sustained winds of seventy four (74) mph or greater impacting the greater Mobile, Alabama area.
- b. Portable toilets and handwash stations shall be relocated to Service Contractor's secure facility during storm event.
- c. Service Contractor shall re-install units as soon as is practicable after storm event passes.

6. Requests for Unit Deployment and Billing:

- a. The City of Mobile may, during the term of this Agreement, request deployment, re-location, and additional service of portable toilets and handwashing stations. The following representatives are authorized to place orders and be invoiced according to the list below:

- 1. Building Services: Cassie Boatwright, Jacob Laurence, Chad Holm, Shawn Meek, and David Stultz. Invoice to:
buildingservices@cityofmobile.org

- b. The Service Contractor shall supply the necessary units as requested and bill as listed under Section 3.3 Schedule of Values and the chart for UNIT PRICES – VARIOUS LOCATIONS – in the Contract Agreement when applicable.

END OF SECTION

BID FORM

The following Bid Format shall be used. Bids submitted on alternate forms may be rejected. Fill in all blank spaces with an appropriate entry. Bid Form must be signed by an officer of the company and notarized.

TO: CITY OF MOBILE, 205 GOVERNMENT ST., P.O. BOX 1827, MOBILE, AL, 36633-1827

REF: PROJECT NAME: PUBLIC SERVICE – VARIOUS LOCATIONS –
MARDI GRAS – PORTABLE TOILETS

PROJECT LOCATION: VARIOUS CITY OF MOBILE LOCATIONS

PROJECT NO.: PS-001-25

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Building Services Department and dated November 6th, 2024; and all Addenda (before submitting any bid it is the Bidder's responsibility to check with the Building Services Department for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder,

COMPANY NAME: Pot-O-Gold Rentals, LLC

ADDRESS: 5237 Henry Road, Eight Mile AL 36613 **PHONE** 888-768-6465

CITY OF MOBILE BUSINESS LICENSE NUMBER: 074702

SECRETARY OF STATE OF ALABAMA ACCOUNT NUMBER: _____

(Note: The Secretary of State Account Number shall be filled in only by non-resident bidders)

(Check one) ☒ (A Corporation)
☐ (A Partnership)
☐ (An Individual Doing Business)

hereby proposes to furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, and all applicable laws and regulations for the sum listed below.

The Work shall commence on the date of written Notice to Proceed, issued by the City. The term of the Contract shall extend for One (1) year from the date of the Notice to Proceed, for the duration of the 2025 season dates listed in Exhibit A, with the option to renew for Two (2) additional one-year terms. The exact deployment dates for the possible year Two (2) and Three (3) terms will differ from year One (1), as is appropriate.

1. Base Bid:

Year 1 Initial Deployment				
Total Number of Units for Initial Deployment:		Unit Price	Deployment Duration	Total Price
Standard (STD)	126	\$ 350.00	19 Days	\$ 44,100.00
Handicap (ADA)	18	\$ 440.00	19 Days	\$ 7,920.00
Handwashing Station (HW)	13	\$ 350.00	19 Days	\$ 4,550.00
Total				56,570.00
<i>Pricing should include extra servicing required by the Scope of Work and Exhibits A, B, and C for specific dates.</i>				
Year 1 Second Deployment				
Total Number of Units for Second Deployment:		Unit Price	Deployment Duration	Total Price
Standard (STD)	84	\$ 155.00	5 Days	\$ 13,020.00
Handicap (ADA)	10	\$ 250.00	5 Days	\$ 2,500.00
Handwashing Station (HW)	9	\$ 171.00	5 Days	\$ 1,539.00
Total				17,059.00
<i>Pricing should include extra servicing required by the Scope of Work and Exhibits A, B, and C for specific dates.</i>				
Year 1 Third Deployment				
Total Number of Units for Third Deployment:		Unit Price	Deployment Duration	Total Price
Standard (STD)	3	\$ 155.00	3 Days	\$ 465.00
Handicap (ADA)	1	\$ 250.00	3 Days	\$ 250.00
Handwashing Station (HW)	1	\$ 171.00	3 Days	\$ 171.00
Total				886.00
<i>Pricing should include extra servicing required by the Scope of Work and Exhibits A, B, and C for specific dates.</i>				

Total Bid for Year One – All Deployments – Mardi Gras 2025 Deployments:

\$ ~~Seventy Four Thousand Five Hundred Fifteen Dollars~~ \$ 74,515.00

(Written in Words)

(Written in Numbers)

Year 2 Initial Deployment				
Total Number of Units for Initial Deployment:		Unit Price	Deployment Duration	Total Price
Standard (STD)	126	\$ 350.00	19 Days	\$ 44,100.00
Handicap (ADA)	18	\$ 440.00	19 Days	\$ 7,920.00
Handwashing Station (HW)	13	\$ 350.00	19 Days	\$ 4,550.00
Total				56,570.00
<i>Pricing should include extra servicing required by the Scope of Work and Exhibits A, B, and C for specific dates.</i>				
Year 2 Second Deployment				
Total Number of Units for Second Deployment:		Unit Price	Deployment Duration	Total Price
Standard (STD)	84	\$ 155.00	5 Days	\$ 13,020.00
Handicap (ADA)	10	\$ 250.00	5 Days	\$ 2,500.00

Handwashing Station (HW)	9	\$ 171.00	5 Days	\$ 1,539.00
Total				17,059.00
<i>Pricing should include extra servicing required by the Scope of Work and Exhibits A, B, and C for specific dates.</i>				
Year 2 Third Deployment				
Total Number of Units for Third Deployment:		Unit Price	Deployment Duration	Total Price
Standard (STD)	3	\$ 155.00	3 Days	\$ 465.00
Handicap (ADA)	1	\$ 250.00	3 Days	\$ 250.00
Handwashing Station (HW)	1	\$ 171.00	3 Days	\$ 171.00
Total				886.00
<i>Pricing should include extra servicing required by the Scope of Work and Exhibits A, B, and C for specific dates.</i>				

Total Bid for Year Two – All Deployments – Mardi Gras 2026 Deployments:

\$ Seventy Four Thousand Five Hundred Fifteen Dollars \$ 74,515.00

(Written in Words)

(Written in Numbers)

Year 3 Initial Deployment				
Total Number of Units for Initial Deployment:		Unit Price	Deployment Duration	Total Price
Standard (STD)	126	\$ 350.00	19 Days	\$ 44,100.00
Handicap (ADA)	18	\$ 440.00	19 Days	\$ 7,920.00
Handwashing Station (HW)	13	\$ 350.00	19 Days	\$ 4,550.00
Total				56,570.00
<i>Pricing should include extra servicing required by the Scope of Work and Exhibits A, B, and C for specific dates.</i>				
Year 3 Second Deployment				
Total Number of Units for Second Deployment:		Unit Price	Deployment Duration	Total Price
Standard (STD)	84	\$ 155.00	5 Days	\$ 13,020.00
Handicap (ADA)	10	\$ 250.00	5 Days	\$ 2,500.00
Handwashing Station (HW)	9	\$ 171.00	5 Days	\$ 1,539.00
Total				17,059.00
<i>Pricing should include extra servicing required by the Scope of Work and Exhibits A, B, and C for specific dates.</i>				
Year 3 Third Deployment				
Total Number of Units for Third Deployment:		Unit Price	Deployment Duration	Total Price
Standard (STD)	3	\$ 155.00	3 Days	\$ 465.00
Handicap (ADA)	1	\$ 250.00	3 Days	\$ 250.00
Handwashing Station (HW)	1	\$ 171.00	3 Days	\$ 171.00
Total				886.00
<i>Pricing should include extra servicing required by the Scope of Work and Exhibits A, B, and C for specific dates.</i>				

Total Bid for Year Three – All Deployments – Mardi Gras 2027 Deployments:

\$ Seventy Four Thousand Five Hundred Fifteen Dollars \$ 74,515.00

(Written in Words)

(Written in Numbers)

Total Base Bid (All Three Terms – MARDI GRAS SEASONS 2025, 2026, 2027)

\$ Two Hundred Twenty Three Thousand Five Hundred Forty Five Dollars \$ 223,545.00

(Written in Words)

(Written in Numbers)

In the case of discrepancy, the amount in words shall govern.

UNIT PRICES – VARIOUS LOCATIONS – The City of Mobile may also request additional units at varying service frequencies, as needed, in quantities as directed. Unit pricing listed should match the pricing used to formulate the corresponding year's bids above. The following rates shall apply:

Year 1.

Type	Per Week Rental	Per Week Rental	Per Day Rental	Per Day Rental
	1 x Daily Service	2 x Daily Service	1 x Daily Service	2 x Daily Service
Standard Unit	\$ 217.00	\$ 434.00	\$ 31.00	\$ 62.00
Handicap Unit	\$ 350.00	\$ 700.00	\$ 50.00	\$ 100.00
Hand Washing Station	\$ 238.00	\$ 476.00	\$ 34.00	\$ 68.00
Additional Call-out Service Charge Per Request:				\$ 35.00

Year 2.

Type	Per Week Rental	Per Week Rental	Per Day Rental	Per Day Rental
	1 x Daily Service	2 x Daily Service	1 x Daily Service	2 x Daily Service
Standard Unit	\$ 217.00	\$ 434.00	\$ 31.00	\$ 62.00
Handicap Unit	\$ 350.00	\$ 700.00	\$ 50.00	\$ 100.00
Hand Washing Station	\$ 238.00	\$ 476.00	\$ 34.00	\$ 68.00
Additional Call-out Service Charge Per Request:				\$ 35.00

Year 3.

Type	Per Week Rental	Per Week Rental	Per Day Rental	Per Day Rental
	1 x Daily Service	2 x Daily Service	1 x Daily Service	2 x Daily Service
Standard Unit	\$ 217.00	\$ 434.00	\$ 31.00	\$ 62.00
Handicap Unit	\$ 350.00	\$ 700.00	\$ 50.00	\$ 100.00
Hand Washing Station	\$ 238.00	\$ 476.00	\$ 34.00	\$ 68.00
Additional Call-out Service Charge Per Request:				\$ 35.00

Bids shall include all applicable sales and use taxes and shall be provided in whole dollar amount with no cents. The City of Mobile reserves the right to add, remove and modify services, as needed during the term of this Agreement.

2. BID INCLUDES:

Addendum Number 1 , Dated 11/13/2024

Addendum Number , Dated

Addendum Number , Dated

3. BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, payable to the City of Mobile, in the amount of 5 % of the bid amount, but in no event more than \$10,000 as is the proper measure of liquidated damages which the City will sustain by the failure of the undersigned

to execute the Contract and to furnish Surety Bonds (if required). Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

4. NON-DISCRIMINATION: The undersigned Bidder certifies he/she will comply with Federal, State, and local laws concerning discrimination including Section 14.1, Code of the City of Mobile, adopted December 10, 1991.

5. REFERENCES: Please list a minimum of three (3) professional references, contact information, type of work performed, and date(s) performed. You may add additional references on a separate sheet, if needed.

A. Reference #1:

Company Name: Harris County Auditors Office
 Company Address: 1001 Preston, Suite 670 Houston, TX 77002
 Telephone: (713)274-4422 Email: teresa.browder@pur.hctx.net
 Date(s): 2017 to Current

B. Reference #2:

Company Name: Jefferson Parish Department of Citizens Affairs
 Company Address: 1221 Elmwood Park Blvd, Suite 403 Jefferson, LA 70123
 Telephone: (504)736-6000 Email: blange@jeffparish.net
 Date(s): 1998 to Current

C. Reference #3:

Company Name: Chalmette Refining
 Company Address: 500 West St Bernard Highway, Chalmette LA 70043
 Telephone: (228)493-2123 Email: james.thornton@pbfenergy.com
 Date(s): 2020 to Current

6. Questions: to be answered by all vendors (regardless of whether intending to claim a preference).

1) Do you operate a place of business within the City of Mobile or the City's police jurisdiction? If so, please describe the nature and location of your business facility here, addressing the factors mentioned above in Bid Instructions for Preferences.

No

2) If you do not have a place of business within the City or the City's police jurisdiction, do you operate a place of business within the State of Alabama? If so please describe. Yes. Portable Toilet & Dumpster Rental & Services located @ 5237 Henry Rd, Eight Mile AL 36613

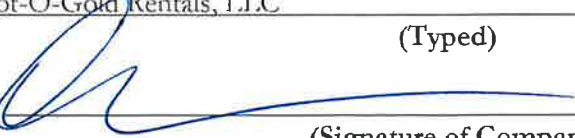
3) Should the City consider your business: woman-owned, a small business, minority-owned, veteran-owned, or disadvantaged-owned? If so, please provide any evidence for why the City should consider your business to be characterized in one or more of these categories. Please submit any current certifications you may have relating to these categories.

No

7. SIGNATURE: If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if any, should be used. If Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any. Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out the name. Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification.

COMPANY NAME:Pot-O-Gold Rentals, I.J.C

(Typed)

BY: 

(Signature of Company Officer)

COMPANY OFFICER: Dennis G Flynn

(Typed)

TITLE President

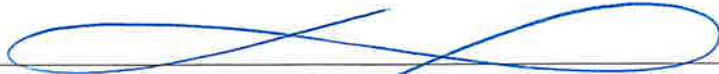
(Typed)

DATE November 14, 20 24

Sworn to and subscribed before me this

14

day of

November 2024
Notary Public

END OF SECTION



L. WAYNE PEARL
NOTARY PUBLIC
LA. BAR ROLL #30584
STATE OF LOUISIANA
My Commission Expires
At Death



City of Mobile
Office of Supplier Diversity

**REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS
ENTERPRISE (DBE) GOAL**

Bid/RFP/P.O./Solicitation/Other# PS-001-25 Current Date 8.00 / 12.00 / 2024 00

Project Description Public Service - Various Locations - Mardi Gras - Portable Toilets

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):

Please attached any supporting documentation.

Contract is limited in scope and is not likely to present opportunity for subcontracting

Contract is limited in scope and is not likely to present opportunity for subcontracting

Contract is limited in scope and is not likely to present opportunity for subcontracting

Contract is limited in scope and is not likely to present opportunity for subcontracting

Contract is limited in scope and is not likely to present opportunity for subcontracting

Contract is limited in scope and is not likely to present opportunity for subcontracting

Contract is limited in scope and is not likely to present opportunity for subcontracting

Requested By (Department Director)

Chad Holm

Digitally signed by Chad Holm
Date: 2024.10.30 14:00:09 -0500

Building Services Project Manager

10/30/24

(Signature)

(Title)

(Date)

251-208-7519

chad.holm@cityofmobile.org

Telephone Number

Email Address

Reviewed By (Office of Supplier Diversity)

(Signature)

(Title)

(Date)

Approved By (CAO)



Pot-O-Gold Rentals, LLC	
Entity ID Number	000 - 294 - 485
Legal Name in Place of Origin	Pot-O-Gold Rentals, LLC
Entity Type	Foreign Limited Liability Company
Principal Address	41248 E. I-55 Service Rd. Hammond, LA 70403
Principal Mailing Address	P.O. Box 1627 Hammond, LA 70404
Status	Exists
Place of Formation	Louisiana
Formation Date	01/15/1993
Qualify Date	01/14/2014
Registered Agent Name	Bridges, Wesley K
Registered Office Street Address	5237 Henry Road Eight Mile, AL 36613
Registered Office Mailing Address	PO Box 1627 Hammond, LA 70404
Nature of Business	
Doing Business in AL Since	01/01/2014
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	01/14/2014 Certificate of Formation 2 pgs.

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



Company ID Number: 440642

Client Company ID Number: 1331878

Approved by:

Employer	
Pot-O-Gold Rentals LLC	
Name (Please Type or Print) Matthew Judd	Title
Signature Electronically Signed	Date 08/13/2018
E-Verify Employer Agent	
S & W PAYROLL SERVICES LLC	
Name (Please Type or Print) Matthew Judd	Title
Signature Electronically Signed	Date 08/13/2018
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 08/13/2018



Company ID Number: 440642

Client Company ID Number: 1331878

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Pot-O-Gold Rentals LLC
Company Facility Address	41248 East I-55 Service Road Hammond, LA 70403
Company Alternate Address	PO Box 1627 Hammond, LA 70404
County or Parish	TANGIPAHOA
Employer Identification Number	721230761
North American Industry Classification Systems Code	562
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	1 site(s)



Company ID Number: 440642

Client Company ID Number: 1331878

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

Name Erin Shelton
Phone Number 9855904823
Fax
Email erin@potogoldwaste.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/22/2024

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 Acentria Insurance - New Orleans 800 West Commerce Road, 104 Harahan LA 70123	CONTACT NAME: KELLY HARMON PHONE (A/C, No, Ext): 225-380-2008 E-MAIL ADDRESS: KELLY.HARMON@ACENTRIA.COM FAX (A/C, No):
INSURED Pot O Gold Rentals, LLC PO Box 1627 Hammond LA 70404	INSURER(S) AFFORDING COVERAGE INSURER A: Crum & Forster Specialty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 44520

COVERAGES**CERTIFICATE NUMBER:** 489905876**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	Y	EPK146640	2/1/2024	2/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y	Y	EFX124583	2/1/2024	2/1/2025	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

GENERAL LIABILITY/POLLUTION
Contractor's Pollution - \$2,000,000
Transportation Pollution - \$1,000,000
Non-Owned Site Pollution - \$1,000,000
Blanket Waiver of Subrogation when required by written contract
Blanket Additional Insured when required by written contract (Completed Operations)
Blanket Additional Insured when required by written contract
Primary and Non-Contributory when required by written contract
See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile P.O. Box 1827 Mobile AL 3633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Acentria Insurance - New Orleans		NAMED INSURED Pot O Gold Rentals, LLC PO Box 1627 Hammond LA 70404
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Per Project Aggregate
Watercraft Amendatory
30 Day Notice of Cancellation

UMBRELLA

Follows Form

Commercial Auto Liability: 02/01/2024-02/01/2025 Old Republic

Employers' Liability: 02/01/2024-02/01/2025 Old Republic

Commercial General Liability: 02/01/2024-02/01/2025 Crum & Forester

Contractors' Pollution: 02/01/2024 - 02/01/2025 Crum & Forester

Transportation Pollution: 02/01/2024 - 02/01/2025 Crum & Forester

Project Name: PUBLIC SERVICE – VARIOUS LOCATIONS – MARDI GRAS - PORTABLE TOILETS

Project Number: PS-001-25



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/25/2024

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

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

PRODUCER Cadence Insurance, A Gallagher Company 4041 Essen Lane, Suite 400 Baton Rouge LA 70809	CONTACT NAME: Cheryl Ann Boudreaux	
	PHONE (A/C, No, Ext): 225-336-3245 FAX (A/C, No): 225-336-4536	
	E-MAIL ADDRESS: cheryl.boudreaux@cadenceinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Old Republic Insurance Co.	24147
INSURED Pot-O-Gold Rentals, LLC; Pot-O-Gold Rentals, Inc.; TSWS Trucking, LLC; TSWS, Inc. PO Box 1627 Hammond LA 70404	POT-REN-01	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES	CERTIFICATE NUMBER: 486100600	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☐ OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
A	AUTOMOBILE LIABILITY			MWTB315953	2/1/2024	2/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	DED ☐ RETENTION \$ ☐						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			MWC315952	2/1/2024	2/1/2025	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)
Subject to policy terms, conditions and exclusions; the certificate holder shall be considered an Additional Insured on a Primary and Non-Contributory basis with respects to Auto Liability when required by written contract, with a Waiver of Subrogation granted in their favor in respects to Automobile Liability and Workers Compensation when required by written contract, but only to the extent of the Named Insured's obligation to indemnify, defend and/or hold harmless certificate holder as required by written contract.
30 Day Notice of Cancellation is applicable in respects to the Auto and Workers Compensation policies referenced above.

General Liability, Pollution and Excess are serviced through a separate agency (please forward an email to: coi@potogoldwaste.com for these coverages)

See Attached...

CERTIFICATE HOLDER	CANCELLATION
City of Mobile Post Office Box 1827 Mobile AL 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Cadence Insurance, A Gallagher Company		NAMED INSURED Pot-O-Gold Rentals, LLC; Pot-O-Gold Rentals, Inc.; TSWS Trucking, LLC; TSWS, Inc. PO Box 1627 Hammond LA 70404
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

RE: Project Number: PS-001-25 - PUBLIC SERVICE – VARIOUS LOCATIONS – MARDI GRAS - PORTABLE TOILETS

POLICY NUMBER:

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Pot-O-Gold Rentals, LLC

Endorsement Effective Date: 02/01/24

SCHEDULE

Name Of Person(s) Or Organization(s):

All persons or organizations as required by written contract or agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

This endorsement modifies the notice of cancellation of insurance provided hereunder by adding the following:

- A.** In the event this policy is cancelled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide advance written notice of cancellation to certificate holders set out in the schedule on file with the Company, after notifying the first Named Insured of such cancellation. Notice of cancellation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.
- B.** This advance written notification of a cancellation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancellation date, nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) –
AUTOMATIC WHEN REQUIRED BY WRITTEN
CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

- A. Under a written contract or agreement with such person(s) or organization(s); and
- B. Prior to the "accident" or the "loss."

POLICY NUMBER: MWC 315952 24

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

SCHEDULE**1. ALTERNATE EMPLOYER****ADDRESS**

WHERE SPECIFIED BY CONTRACT

2. STATE OF SPECIAL OR TEMPORARY EMPLOYMENTALL STATES LISTED IN ITEM 3.A. OF THE INFORMATION PAGE
EXCEPT: TEXAS**3. CONTRACT OR PROJECT**

WHERE SPECIFIED BY CONTRACT

DATE OF ISSUE:

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement. Premium will be charged for employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer. Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

SCHEDULE		
ALTERNATE EMPLOYER	ADDRESS	STATE OF SPECIAL OR TEMPORARY EMPLOYMENT
WHERE SPECIFIED BY CONTRACT		TX

POLICY NUMBER: MWC 315952 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.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

**REQUESTED PER CONTRACT SPECIFICATIONS TO THE EXTENT
ALLOWABLE BY LAW**

DATE OF ISSUE:

WC 00 03 13

(Ed. 4-84)

© 1983 National Council on Compensation Insurance.

OLD REPUBLIC INSURANCE COMPANY

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY POLICY

NOTICE OF CANCELATION TO CERTIFICATE HOLDERS ENDORSEMENT

This endorsement modifies the notice of cancelation of insurance provided hereunder by adding the following:

- A.** In the event this policy is canceled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide advance written notice of cancelation to certificate holders set out in the schedule on file with the Company, after notifying the Insured first named in item 1 of the Information Page of such cancelation. Notice of cancelation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.
- B.** This advance written notification of a cancelation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancelation date, nor negate cancelation of the policy.

All other terms and conditions of this policy remain unchanged.

GENERAL CONDITIONS

1. GENERAL REQUIREMENTS:

- A. **The Contract Documents:** The Contract Documents are enumerated in the Agreement between the Standard Service Contract Agreement Between the City of Mobile and the Service Contractor (hereinafter called the Agreement) and consist of the Bidding and Contract Requirements, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after the execution of the Contract. A Modification is a written amendment to the Contract signed by both parties.
- B. **The Contract:** The Contract Documents form the Contract for Services. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification.
- C. **The Work:** The term “Work” means the services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Service Contractor to fulfill the Service Contractor’s obligations.
- D. **The Project Manual:** The Project Manual is the comprehensive document containing the Bidding and Contract Requirements, the Specifications and other documents as listed.
- E. **The Bidding and Contract Requirements:** The Bidding and Contract Requirements are that part of the Contract Documents consisting of the Invitation to Bid, Instructions to bidders, Service Contractor’s Bid, Agreement, Bonds, and General Conditions and other requirements listed in the Agreement.
- F. **The Specifications:** The Specifications are that part of the Contract Documents consisting of written requirements for Services including materials, equipment, systems, standards and workmanship for the Work, and performance of related services.
- G. **Correlation and Intent of the Contract Documents:** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Service Contractor. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all; performance by the Service Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

2. THE OWNER:

- A.** The “Owner” is the City of Mobile, as identified in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner’s designated representative is the Facility Maintenance Department, Service Contract Administrator.

3. THE SERVICE CONTRACTOR:

- A.** The Service Contractor is the person or entity identified as such in the Agreement and is referred throughout the Contract Documents as if singular in number. The Service Contractor shall be lawfully licensed in the City of Mobile and the State of Alabama as required. The Service Contractor shall designate in writing a representative who shall have express authority to bind the Service Contractor with respect to all matters under this Contract. The term “Service Contractor” means the Service Contractor or the Service Contractor’s authorized representative.
- B.** The Service Contractor shall perform the Work in accordance with the Contract Documents.
- C.** Execution of the Contract by the Service Contractor is a representation that the Service Contractor has visited the site(s), become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.
- D.** The Service Contractor shall be responsible to the Owner for acts and omissions of the Service Contractor’s employees and their agents, and other persons or entities performing portions of the Work for, or on behalf of, the Service Contractor.
- E.** Unless otherwise provided in the Contract Documents, the Service Contractor shall provide and pay for labor, materials, equipment, tools, transportation, and other facilities and services necessary for proper execution and completion of the Work.
- F.** The Service Contractor’s technicians or workmen shall be qualified and have had sufficient education, training, and experience to perform all Work properly and satisfactorily as prescribed in the Contract Documents.
- G.** The Service Contractor shall pay all applicable sales, consumer, use and similar taxes for the Work provided by the Service Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

- H. Unless otherwise provided in the Contract Documents, the Service Contractor shall secure and pay for all applicable permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.
- I. The Service Contractor shall perform the Work in accordance with the specified schedules as listed in the Contract Documents.
- J. The Service Contractor shall confine operations at each site to areas permitted by the City of Mobile, facility director or building manager, and shall not unreasonably encumber the site with materials or equipment.
- K. The Service Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Service Contractor shall remove all waste materials, rubbish, tools, equipment, and surplus materials from and about the site. If the Service Contractor fails to clean up as provided in the Contract Documents, the Owner may do so, and Owner shall be entitled to reimbursement from the Service Contractor.
- L. To the fullest extent permitted by law the Service Contractor shall indemnify and hold harmless the City of Mobile, its agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Service Contractor, anyone directly or indirectly employed by him or anyone for whose acts he may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section. In claims against any person or entity indemnified by an employee of the Service Contractor anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Service Contractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

4. CHANGES IN THE WORK:

- A. Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by a written modification based upon agreement between the City and the Service Contractor.

- B. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Service Contractor shall proceed promptly, unless otherwise directed.

5. **SCHEDULE:**

- A. **STARTING WORK:** The date of commencement of the Contract is the date established in a written Notice to Proceed. No Work shall commence, and no materials shall be ordered before the Notice to Proceed has been issued.
- B. The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

6. **PAYMENTS:**

- A. **CONTRACT SUM:** The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the City to the Service Contractor for performance of the Work under the Contract Documents.
- B. **SCHEDULE OF VALUES:** The Schedule of Values allocating the entire Contract Sum to the various portions of the Work, shall be used as a basis for reviewing the Service Contractor’s Invoices for Payment.
- C. **METHOD OF PAYMENT:** The City shall pay the Service Contractor on the account of the Contract as follows:
 - 1) Payments shall be made monthly upon completion of the specified work.
 - 2) Two (2) original invoices shall be delivered to the Service Contract Administrator for review and approval on the first day of the month following contract services. Invoices shall include date of service, facility serviced, a detailed description of all services performed along with number of hours required to such perform services, and copies of receipts listing actual manufacturer/supplier cost plus freight (if applicable) and all applicable sales and use taxes.
 - 3) Payments shall be made in accordance with the accepted Schedule of Values as listed in the Agreement.

7. **SAFETY:**

- A. The Service Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.
- B. The Service Contractor shall comply with all Federal, State and Local law regarding safety including the requirements of the Occupational Safety and Health

Act of 1970, Public Law #91-596, latest revision. Service Contractor shall take all other reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- 1) employees on the Work and other persons who may be affected thereby;
- 2) the Work and materials and equipment to be incorporated therein;
- 3) other property at the site or adjacent thereto.

CONTINUED ON NEXT PAGE

- C. The Service Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing safety of persons or property or their protection from damage, injury or loss.
- D. If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.
- E. The Service Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Service Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Service Contractor, the Service Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the City in writing.
- F. In an emergency affecting safety of persons or property, the Service Contractor shall act, at the Service Contractor's discretion, to prevent threatened damage, injury or loss.

8. **INSURANCE:**

- A. The Service Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Work is located such insurance as will protect the Service Contractor from claims set forth below which may arise out of or result from the Service Contractor's operations and completed operations under the Contract and for which the Service Contractor may be legally liable, whether such operations be by the Service Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
 - 1) Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
 - 2) Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than the Service Contractor's employees;
 - 3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Service Contractor's employees;

- 4) Claims for damages insured by usual personal injury liability coverage;
- 5) Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- 6) Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- 7) Claims for bodily injury or property damage arising out of completed operations; and
- 8) Claims involving contractual liability insurance applicable to the Service Contractor's obligations.

B. The Service Contractor shall take out and maintain during the life of the Contract not less than the following minimum amounts of insurance.

1) Worker's Compensation and Employer's Liability:
Statutory - amount and coverage as required by law of place in which the work is performed.

2) Comprehensive General Liability:
The Service Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises product-completed operations) for limits of liability not less than:

- | | |
|---------------------|--|
| a) Bodily Injury | \$1,000,000 each person
\$1,000,000 each occurrence |
| b) Property Damage | \$1,000,000 each occurrence |
| c) Or Bodily Injury | \$1,000,000 combined single
limit and Property Damage |

Such comprehensive policy shall include the following:

- a) All liability of the Service Contractor, for the Service Contractor's Direct Operations.
- b) Completed Operations Coverage, thereby meaning any loss which shall occur after the Contract has been completed, but which can be traced back to the Contract.
- c) Contractual Liability, meaning thereby, any risk assumed by the Service Contractor under Hold Harmless Agreements

d) Broad Form Property Damage Coverage, including Completed Operations.

e) Personal Injury Liability, with employee's exclusions removed.

f) The Service Contractor shall indemnify and save harmless the Owner against all loss, cost, or damage on account of injuries to persons or property occurring in the performance of the Contract, including all reasonable attorney's fees incurred by the Owner, on account thereof.

g) Care, custody, and control for property in the care, custody and control of the Service Contractor.

3) Comprehensive Automobile Liability:

The Service Contractor shall carry for himself and shall require that all owners of automobile or trucks rented or hired on the Contract carry until the Contract is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and Property Damage in amounts not less than the minimum amounts as indicated. The Service Contractor shall also carry for himself insurance for all non-owned and hired automobile at the limits of liability as indicated below:

a) Bodily Injury	\$1,000,000 each person \$1,000,000 each occurrence
b) Property Damage	\$1,000,000 each occurrence
c) Or Bodily Injury and	\$1,000,000 combined single limit Property Damage

4) Excess/Umbrella Liability:

a) \$2,000,000 combined single limit of liability for each occurrence for bodily injury and/or property damage.

C. Certificates of insurance acceptable to the Owner shall be filed with the Owner at the time of signing of the Contract, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. Such certificates of insurance shall state that thirty (30) days advance written notice will be given in the event of cancellation or material change in the coverage.

- D. Surety Qualifications: All insurance must be furnished by a Surety licensed to do business in the State of Alabama, must be signed or countersigned by a Licensed Resident Agent of the State of Alabama, and if bid price exceeds \$50,000 have a minimum rating of A/Class VI as reported in the latest issue of Best's key Rating Guide Property-Casualty.
- E. The insurance required by Section 8.B (above) shall be written for not less than limits of liability specified or required by law, whichever coverage is greater. Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until completion of the Contract.
- F. The Service Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, as an additional insured for claims caused in whole or in part by the Service Contractor's negligent acts or omissions during the Service Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Service Contractor's negligent acts or omissions during the Service Contractor's completed operations.

9. MISCELLANEOUS PROVISIONS:

- A. The Contract shall be governed by the law of the State of Alabama.
- B. The Owner and Service Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.
- C. No assignment of the Contract shall be made without the written permission of Surety providing bonding and the City of Mobile.
- D. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.
- E. No action or failure to act by the Owner or Service Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.
- F. Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. The Service Contractor shall give the Owner timely notice of when and where tests and Inspections are to be made so that the Service Contract Administrator or other City personnel may be present for such procedures.

- G.** Required testing or inspection reports along with approvals shall, unless otherwise required by the Contract Documents, be delivered to the Owner with Invoices for Payment.
- H.** On all jobs with the City of Mobile, A City License is required. Bidders may obtain information on licensing by writing the City Revenue Department, Post Office Box 1827, Mobile, AL 36633-1827 or calling 208-7454. Successful Bidder must have City License at the time of Bidding.
- I.** Service Contractors shall abide by provisions of Ordinance #02-050, 1968, prohibiting discrimination in employment by Service Contractors and Subcontractors performing Work for the City of Mobile. A copy of said Ordinance is on file in the office of the Service Contract Administrator.
- J.** The Service Contractor shall secure and pay all required fees and permits and shall pay all taxes on materials, supplies, fixtures and equipment purchased by him (including the city of Mobile sales tax), and shall comply with all laws, regulations and codes applicable to the site on which the Work is to be performed.
- K.** All work performed shall be in conformance with the appropriate codes of the City of Mobile.

10. TERMINATION OR SUSPENSION OF THE CONTRACT:

- A.** The Owner may terminate the Contract for cause if the Service Contractor:

 - 1) fails to perform service in a satisfactory manner; or
 - 2) repeatedly refuses or fails to supply properly skilled workers or proper equipment or materials; or
 - 3) repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
 - 4) otherwise is guilty of substantial breach of a provision of the Contract Documents.
- B.** When any of the above reasons exist, the Owner, upon determination that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Service Contractor and the Service Contractor's surety, if any, seven (7) days' written notice, withhold payments and terminate the Contract.
- C.** The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause upon thirty (30) days written notice.
- D.** In case of such termination for cause or for the Owner's convenience, the Service Contractor shall be entitled to receive payment for Work executed, and costs incurred. The Owner shall not make payment for profit or damages as a result of such termination.

11. CLAIMS AND DISPUTES:

- A.** Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Service Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.
- B.** Claims by either the Owner or Service Contractor must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant acting with due diligence, reasonable should have first recognized the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Service Contractor and the other party.
- C.** In the event of a Claim against the Service Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Service Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.
- D.** Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to litigation.

END OF SECTION



Addendum No. 1

To: Service Contract Providers

From: Chad Holm, Project Manager
City of Mobile Building Services Department

Re: Service Contract – Various Locations – Portable Toilets – Mardi Gras

Project #PS-001-25

Date: November 13, 2024

This Addendum forms a part of, and modifies, the Bid Documents for the above referenced project, dated November 6, 2024. Acknowledge the receipt of this Addendum No. 1 and all subsequent Addenda, if any, in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

General:

- Item 1. The Pre-Bid Conference Attendance Roster, dated November 13, 2024, and agenda are attached and form part of Addendum No. 1.

- Item 2. DBE Requirements for this project have been waived. The attached DBE Waiver shall be included in the bid packet when submitted by interested parties.

END OF ADDENDUM NO. 1

ATTENDANCE ROSTER

[illegible]

**Service Contract –
Various City of Mobile Facilities –
Portable Toilets – Mardi Gras
Project # PS-001-25
PRE-BID CONFERENCE**

10:00am Wednesday, November 13, 2024
205 Government Street, Mobile, Alabama 36602

AGENDA

- 1) **Attendance roster.** Include a contact person and an e-mail address where any Addenda should be sent. Please write legibly.
 - A. Introductions – Building Services Department, Project Manager
Chad Holm, 251-208-7519 office; chad.holm@cityofmobile.org
REAM Operations Manager
Jacob Laurence, 251-422-3312; laurencej@cityofmobile.org
- 2) **Discussion of Scope of Work:**
 - A. The scope of this project is to:
 - 1) Provide a Base Bid for furnishing all labor, materials, tools, supplies, equipment, miscellaneous fees, transportation, and other items as necessary for the performance and successful completion of deployment of Portable Toilets at various City of Mobile sites for Mardi Gras, as directed by the City of Mobile, Building Services Department, as outlined in the Bid Documents, dated November 6, 2024.
 - B. A City of Mobile Business License and Certificate of Insurance shall be required by the Service Contractor for the duration of the contract.
 - C. Generally, the facilities will remain open to the public and City of Mobile maintenance crews. Service Contractor shall pre-schedule visits for repairs and shall secure the area of the site in which they are working.
 - D. Site access shall normally be limited to specific time frames outlined in the bid documents as agreed upon in advance by the Buildings Services Project Manager, or authorized site representative and the Contractor. Contractor parking shall not impede the flow of traffic or use of a permanent facility by the City of Mobile, its occupants, or its guests.
 - E. Service Contractor shall take every precaution to avoid damage to the existing permanent facility in proximity to that being serviced and its amenities and shall at their own costs make repairs if damage occurs.
 - F. Acceptable delivery date windows and specific servicing time windows are specified in the bid documents. Exceptions may be requested and granted through the Building Services Department and Building Services Project Manager. Also, specific requests from the Building Services Department for additional unit servicing at some locations may be expected during the deployment timeframes.
 - G. Upon coordination with the Building Services Project Manager, Contractor shall start with the project within 10 days following the written Notice to Proceed.
 - H. Contract duration is One (1) Mardi Gras season from the written Notice to Proceed, with the option, at the City of Mobile's sole discretion, to extend the contract for up to two (2) additional Mardi Gras Season terms following the initial year.
- 3) **Bidding instructions, forms, special requirements and time:**
 - A. Any observed ambiguities, discrepancies, omissions, or errors in any part of the contract documents shall be submitted as written RFIs to Chad Holm at chad.holm@cityofmobile.org and copied to laurencej@cityofmobile.org.
 - B. Official clarifications or corrections will be made by written addendum sent to all registered prospective Bidders via e-mail. Building Services Project Manager shall issue all addenda.

- C. Cut off time for submission of RFIs is three (3) calendar days prior to the Bid Opening date by 3:00pm.
- D. City of Mobile Mun. Code Sec 14-2 requires that the city in all contracts have contractors make every reasonable effort to have at least fifteen percent participation by socially and economically disadvantaged subcontractors and/or material suppliers who are certified as a Disadvantaged Business Enterprises. Documentation of this effort shall be required and included in the Bid envelope for all bids \$250,000 or more.
- E. Receipt of Sealed Bids shall be Wednesday, November 20, 2024, no later than 2:00 P.M., in the City Clerk's office, 9th Floor, Government Plaza, South Tower. Bids will be publicly opened at 2:30pm the same day in the Atrium Lobby, Government Plaza.
- F. Bids shall be submitted only on a copy of the Bid Form included in the Bid documents and Bid envelope shall include Bid Security and DBE Documentation, as applicable. Bids submitted digitally or without the proper documentation or envelope shall be rejected.

4) Additional Requirements within 10 Days of Contract Award:

- 1. A valid City of Mobile business license for the duration of the contract period.
- 2. E-verify Documentation: The Beason-Hammond Taxpayer Protection Act applies to this project. Contractor shall comply with the requirements of this Act and show proof of enrollment in the E-verify program by submitting the electronically generated Federal E-verify document prior to signing of the construction contract. (see Project Manual)
- 3. Certificate of Insurance in amounts and with endorsements as required by the City of Mobile (see attached Certificate of Insurance).
- 4. A current W-9 Taxpayer Identification Form and City of Mobile Vendor Information Form must be on file with the City of Mobile prior to issuance of Contract.
- 5. On all documents: City of Mobile Business License, the Alabama Secretary of State Business Identity, the Alabama Secretary of State Certificate of Authority (out of state contractors), E-verify documentation, and ACORD Insurance Form, the Contractors name shall be exactly the same.

5) Payment requirements.

- a. Invoices for services rendered shall be submitted by the Service Contractor to the Building Services Department. Invoices shall be received no later than the 25th day of the final month that units are provided.

6) Adjourn.



CAPITAL CONTRACT SUMMARY SHEET

N/A



AGENDA ITEM SUMMARY SHEET

Agenda of: January 28, 2025

Submitted by:

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

Sponsored by:

Gina Gregory, Councilmember
William Stimpson, Mayor

Purpose and Scope of Project:

Accept an Easement for Recreational Purpose, from Rebecca Kaaron Tapia, Shaaron Jeanne Tapia Couey Etchison, and Duanna Juanita (DeDe) Couey, for Segment 2, Tract 6-1, of the Three Mile Creek Greenway Trail Project.

Amount of Contract:

N/A

Funding Source

N/A

ATTACHMENTS:

1. RESOLUTION TAPIA
2. Easement TAPIA SIGNED 10.7.24
3. Seg2_TAPIA_TRACT6_MAP
4. CoverLetter_3MCTrail_RecEasement_Tapia

REVIEWERS:

Lana Gauthier
Lana Gauthier

RESOLUTION

Sponsored by Mayor William S. Stimpson and Councilmember Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the City hereby accepts an Easement for Recreational Purpose, from Rebecca Kaaron Tapia, Shaaron Jeanne Tapia Couey Etchison, and Duanna Juanita (DeDe) Couey, for Segment 2, Tract 6-1 of the Three Mile Creek Greenway Trail Project.

SAID DOCUMENT is by reference made a part of this resolution as fully as if set forth herein and copies will be on file in the office of the City Clerk and in the office of the Real Estate Department of the City of Mobile.

Adopted:

City Clerk

EASEMENT FOR RECREATIONAL PURPOSE

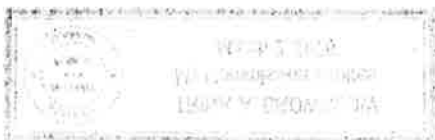
STATE OF ALABAMA)

COUNTY OF MOBILE)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **Rebecca Kaaron Tapia, Shaaron Jeanne Tapia Couey Etchison, and Duanna Juanita (DeDe) Couey** (herein referred to as "GRANTORS") for and in consideration of the amount of One and No/100 (\$1.00) Dollar, cash in hand paid to the undersigned by the **CITY OF MOBILE, ALABAMA**, a municipal corporation, (hereinafter referred to as "GRANTEE"), receipt of which is hereby acknowledged, and for the further consideration of the general benefit which will accrue to the neighborhood, to the public generally and to its property, do **HEREBY, GIVE, GRANT, BARGAIN, SELL AND CONVEY** unto the GRANTEE, its successors and assigns, exclusively and perpetually, full and free right, liberty and authority to enter upon and to construct, operate and maintain for public active or passive use, a greenway, recreational trail, park, or other such recreational improvements as deemed necessary and appropriate by GRANTEE, including but not limited to paving, signage, benches, restroom facilities, bicycle racks and wastebaskets, over, under and across the following described land:

**SEE "EXHIBIT A" ATTACHED HERETO
AS SHOWN ON "EXHIBIT B"**

It is understood between the parties that the rights in and to the above-described property which GRANTORS are relinquishing by this instrument include, but are not limited to, the right to plant and grow shade and ornamental trees on said property, and the right to place any structure, vehicle or other personal property on any part of the property above described, either temporarily or permanently. It is understood by the parties that both GRANTORS and GRANTEE fall within the provisions and protections of Alabama Code Sections 35-15-1 et seq and 35-15-20 et seq.



TO HAVE AND TO HOLD, the said easement unto GRANTEE, its successors and assigns, for so long as GRANTEE, its successors and assigns, shall continue to use the easement for such purposes. And for and in consideration of the above, GRANTORS hereby release said City of Mobile from all consequential damages, present or prospective to the property of the GRANTORS, arising out of construction, maintenance or repair of said easement.

This easement is made subject to any and all liens, encumbrances, easements, rights of way and all other matters recorded in the office of the Judge of Probate, Mobile County, Alabama.

IN WITNESS WHEREOF, this instrument is executed this the 7 day of October, 2024.

GRANTORS:

Rebecca Kaaron Tapia

By: Rebecca Kaaron Tapia

Shaaron Jeanne Tapia Couey Etchison

By: Shaaron Jeanne Tapia Couey Etchison

Duanna Juanita (DeDe) Couey

By: Duanna Juanita Couey (DeDe)

STATE OF ALABAMA)

COUNTY OF MOBILE)

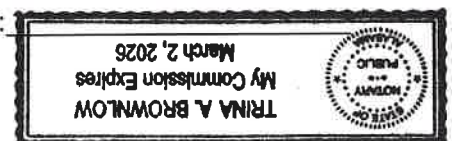
I, Trina A. Brownlow, the undersigned Notary Public in and for said County, in said State, hereby certify that Rebecca Kaaron Tapia and Shaaron Jeanne Tapia Couey Etchison, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument and with full authority, have executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal of office this 7th day of October, 2024.

Trina A. Brownlow

Notary Public, State of Alabama

My Commission Expires:

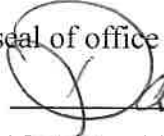


STATE OF ALABAMA)

COUNTY OF TALLAPOOSA)

I, Dartia Cook, the undersigned Notary Public in and for said County, in said State, hereby certify that Duanna Juanita (DeDe) Couey whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument and with full authority, has executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal of office this 30th day of September, 2024.


Dartia Cook
Notary Public, State of Alabama

My Commission Expires: 08/02/25

Grantors:
Rebecca Kaaron Tapia
Shaaron Jeanne Tapia Couey Etchison
Duanna Juanita (DeDe) Couey
P.O. Box 16542
Mobile, AL 36616-0542

Grantee:
City of Mobile
P.O. Box 1827
Mobile, AL 36633

This instrument prepared by
City of Mobile
Real Estate Department
P.O. Box 1827
Mobile, AL 36633

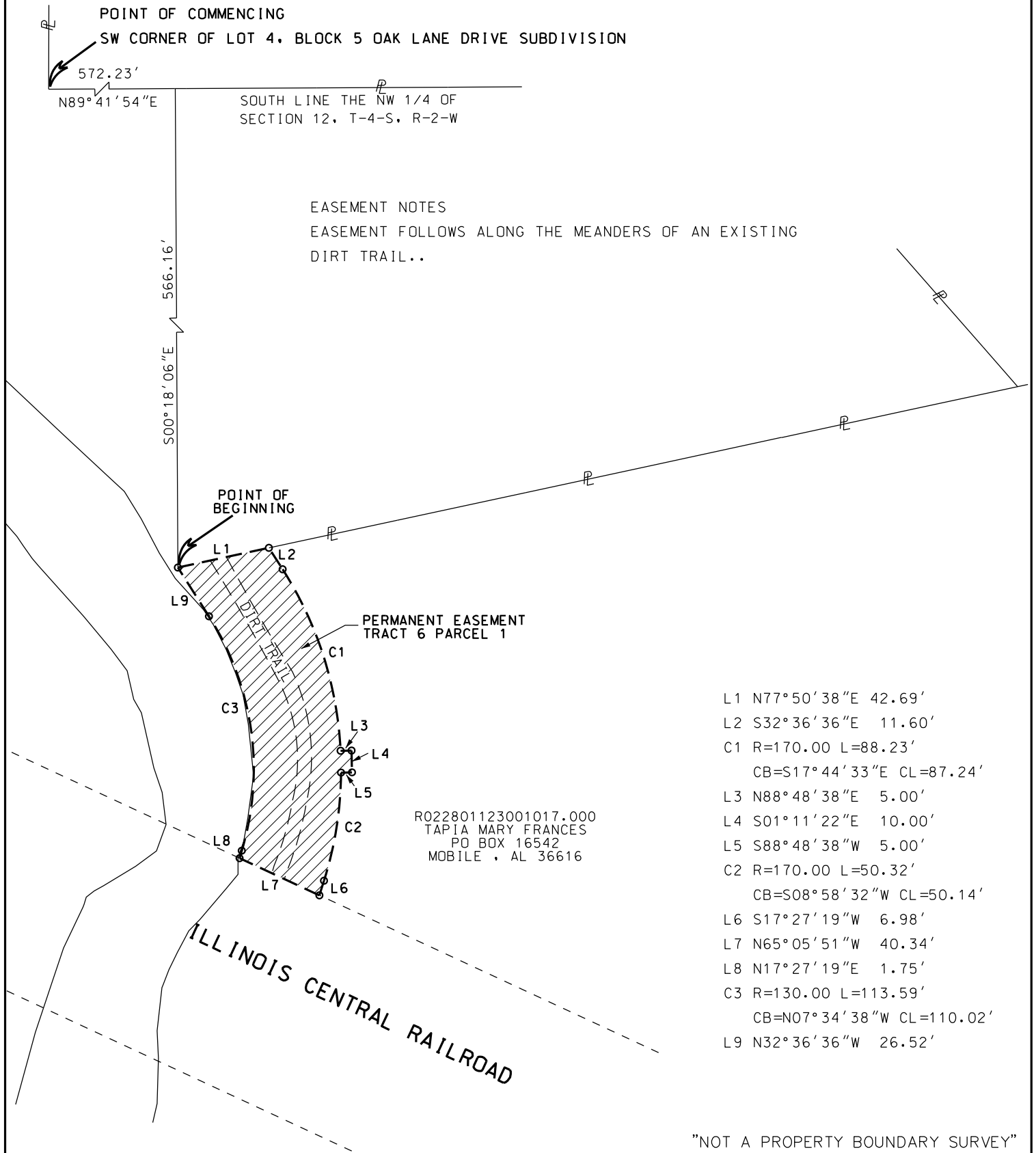
EXHIBIT "A"

Easement Segment 2-Tract 6-1 Mobile Greenway Initiative

TRACT 6 PARCEL 1 PERMANENT EASEMENT DESCRIPTION:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 4, BLOCK 5, OAK LANE DRIVE SUBDIVISION AS RECORDED IN MAP BOOK 9, PAGE 22 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN NORTH 88°41'54" EAST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 2 WEST, 572.23 FEET; THENCE DEPARTING SAID SOUTH LINE RUN SOUTH 00°18'06" EAST, 566.16 FEET TO THE GRANTORS NORTH PROPERTY LINE AND THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN NORTH 77°50'38" EAST, ALONG SAID NORTH PROPERTY LINE 42.69 FEET; THENCE DEPARTING SAID NORTH LINE RUN SOUTH 32°36'36" EAST, 11.60 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 170.00 FEET, AN ARC DISTANCE OF 88.23 FEET (THE CHORD BEARS SOUTH 17°44'33" EAST, AND MEASURES 87.24 FEET); THENCE RUN NORTH 88°48'38" EAST, 5.00 FEET; THENCE RUN SOUTH 1°11'22" EAST, 10.00 FEET; THENCE RUN SOUTH 88°48'38" WEST, 5.00 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 170.00 FEET, AN ARC DISTANCE OF 50.32 FEET (THE CHORD BEARS SOUTH 8°58'32" WEST, AND MEASURES 50.14 FEET); THENCE RUN SOUTH 17°27'19" WEST, 6.98 FEET TO THE NORTH RIGHT OF WAY LINE OF ILLINOIS CENTRAL RAILROAD; THENCE RUN NORTH 65°05'51" WEST, ALONG SAID NORTH RIGHT OF WAY LINE 40.34 FEET; THENCE DEPARTING SAID NORTH LINE RUN NORTH 17°27'19" EAST, 1.75 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 130.00 FEET, AN ARC DISTANCE OF 113.59 FEET (THE CHORD BEARS NORTH 7°34'38" WEST, AND MEASURES 110.02 FEET); THENCE RUN NORTH 32°36'36" WEST, 26.52 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.14 ACRES MORE OR LESS.

Exhibit "B"



CITY OF MOBILE
PERMANENT EASEMENT

PERMANENT EASEMENT TRACT 6 PARCEL 1
THREE MILE CREEK GREENWAY TRAIL (SEGMENT 2)

SEC 12, T-4-S, R-2-W MOBILE AL.

SCALE: 1"=60'

DRAWN BY: RCL

DATE: 04-02-2024

JOB NO. M5710-2184

APPROVED BY: RCL

SHEET 1 OF 1



January 6, 2025

To Whom It May Concern:

Attached to this memo is a recreational easement contract between the City of Mobile and Rebecca Kaaron Tapia, Shaaron Jeanne Tapia Couey Etchison, and Duanna Juanita Couey. This property is located along Segment 2 of the Three Mile Creek Greenway Trail and the agreement fulfills the requirement to provide access to the trail.

The purpose of this project is to complete the construction for Segment 2 of the Three Mile Creek Greenway Trail. This segment of the trail will connect to previous and future segments and provide a multi-use trail spanning from Dr Martin Luther King Jr Ave. to the Mobile Japanese Garden.

We look forward to continued communication on this important project. Please call Jennifer Greene with questions at 251-208-7199 or email at Jennifer.greene@cityofmobile.org.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Greene'.

Jennifer Greene
Director, Programs and Project Management
Public Works



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: January 28, 2025

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Waive vacation fee_Upham

REVIEWERS:

Lana Gauthier

Lana Gauthier

RESOLUTION

Sponsored by: Councilmember Cory Penn

BE IT RESOLVED by the City Council of the City of Mobile, Alabama that the vacation fee for the vacation of an alley adjacent to property located at Dauphin Heights and Upham Street, as per Resolution 47-1261, is waived.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: January 28, 2025

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Hearing device exemption

REVIEWERS:

Lana Gauthier

Lana Gauthier

RESOLUTION

SPONSORED BY: COUNCILMEMBER BENJAMIN REYNOLDS

WHEREAS, effective October 1, 2024, and ending September 30, 2029, the State of Alabama has enacted a tax exemption excluding all gross proceeds from the sale and use of hearing instruments from the State of Alabama Sales and Use Taxes; and

WHEREAS Alabama Code Section 40-23-4(a)(55) states that the exemption provided in this subdivision shall not apply to county or municipal sales taxes unless approved by resolution or ordinance adopted by the local governing body; and

WHEREAS the State of Alabama has defined hearing instruments in Alabama Code Section 34-14-1 as any wearable instrument or device designed for or offered for the purpose of aiding or compensating for impaired human hearing; and

WHEREAS, the City Council of the City of Mobile, Alabama seeks to also exempt all gross proceeds from the sale and use of hearing instruments from the City of Mobile Sales and Use Tax commencing on October 1, 2025 and ending September 30, 2029 [unless extended by an act of the Legislature].

THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA that, in conformity with Alabama Code Section 40-23-4(a)(55), the City hereby exempts all proceeds from the sales and use of hearing instruments, as defined in Alabama Code Section 34-14-1 from the City of Mobile, Alabama's Sales and Use tax, effective October 1, 2025 and ending September 30, 2029.

BE IT FURTHER RESOLVED that the City Clerk is hereby authorized and directed to certify a copy of this Resolution under the seal of the City of Mobile, Alabama, and to forward said certified copy to the Alabama Department of Revenue.

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of: January 28, 2025

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Resolution to authorize execution of Settlement and Release Agreement arising out of claims of Ilyas Ahmed Shaikh

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution.Settlement.Ilyas Ahmed Shaiky

REVIEWERS:

Lana Gauthier

Lana Gauthier

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

ORDINANCE

Sponsored by: Mayor Stimpson, Councilman Joel Daves, and Councilman Josh Woods

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the salary of the Mayor of the City of Mobile, Alabama shall be and the same hereby is fixed at the sum of \$195,000 per annum.

This ordinance shall become effective on the first Monday of February 2025, and implemented the first Monday of November 2025, after the expiration of the term of office of the present municipal office holders and continue in force and effect until repealed by action of the City Council.

ADOPTED:

City Clerk

AN ORDINANCE TO AMEND ARTICLE VI OF CHAPTER 34 OF THE MOBILE CITY CODE ENTITLED “LODGING TAX”

Sponsored By: William S. Stimpson, Mayor

WHEREAS, the City of Mobile (the “City”) is committed to maintaining and improving public infrastructure and amenities to benefit residents and visitors alike; and

WHEREAS, tourism and overnight lodging are vital components of the local economy, contributing to business activity and employment in the City; and

WHEREAS, an adjustment to the lodging tax rate will ensure a fair contribution from visitors benefiting from City resources and services during their stays; and

WHEREAS, the lodging tax rate within the City has remained unchanged for approximately twenty years, and will remain competitive with comparable municipalities, even with the adjustment set forth herein.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, THAT:

SECTION 1. Section 34-101 of Chapter 34 of the Mobile City Code is hereby repealed and replaced in its entirety with the following:

Levy of tax—City.

There is hereby imposed, levied and assessed against every person engaged in the business of operating hotels, motels, short-term rentals, tourist courts, tourist cabins, lodging houses and rooming houses renting to transients, in addition to all license taxes heretofore imposed, and now existing against them, a license tax equal to ten (10) percent of the gross receipts received by each such person from the renting of rooms within the city, including the charge for use or rental of personal property and services furnished in such room.

SECTION 2. Section 34-102 of Chapter 34 of the Mobile City Code is hereby repealed and replaced in its entirety with the following:

Levy of tax—Police jurisdiction.

There is hereby imposed, levied and assessed against every person engaged in the business of operating hotels, motels, short-term rentals, tourist courts, tourist cabins, lodging houses and rooming houses renting to transients, in addition to all license taxes heretofore imposed, and now existing against them, a license tax equal to five (5) percent of the gross receipts received by each such person from the renting of rooms within the police jurisdiction, including the charge for use or rental of personal property and services furnished in such room.

SECTION 3. Section 34-106 of Chapter 34 of the Mobile City Code is hereby repealed and replaced in its entirety with the following:

Allocation of revenues.

(a) Allocation of four-fifths of revenues:

- i. *Convention facility.* Two (2) percent of four-fifths of the revenues derived from the lodging tax imposed by section 34-101 shall be designated for the expense incurred in building, marketing, operating and financing the convention facility, and for payments of any amounts by the city due under any lease with respect to the convention facility.
- ii. *Capital improvement fund.* Two (2) percent of four-fifths of the revenues derived from the lodging tax imposed by section 34-101 shall be designated to the capital improvement fund.
- iii. *General Fund Operating Budget.* Ninety-six (96) percent of four-fifths of the revenues derived from the lodging tax imposed by Section 34-101 shall be designated to the general fund.

(b) Allocation of one-fifth of revenues:

- i. *Mobile Airport Authority.* One hundred (100) percent of one-fifth of the revenues derived from the lodging tax imposed by Section 34-101, up to and not to exceed three million dollars (\$3,000,000.00) per fiscal year, shall be designated for expenses incurred by the Mobile Airport Authority at the Mobile International Airport. This allocation shall remain in effect for a period of ten (10) years from the effective date of this ordinance.
- ii. *Mobile Arena Facility Debt Service.* One hundred (100) percent of one-fifth of the revenues derived from the lodging tax imposed by Section 34-101 above the three million dollars (\$3,000,000.00) described in subsection (b)(i) shall be designated for debt service incurred in constructing and financing the Mobile Arena. This allocation shall remain in effect for a period of twenty (20) years from the effective date of this ordinance or until the initial debt incurred for the Mobile Arena has been retired, whichever is earliest.
- iii. *General Fund Operating Budget.* Upon the retiring of the Mobile Arena debt service, as described in subsection (b)(ii), one hundred (100) percent of one-fifth of the revenues derived from the lodging tax imposed by Section 34-101 shall be designated to the general fund.

SECTION 4. SEVERABILITY: In the event that any section, subsection, sentence, clause or phrase of this ordinance shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the other sections, sentences, clauses or phrases of this ordinance, which shall remain in full force and effect, as if the section, subsection, clause or phrase so declared or adjudged invalid or unconstitutional were not originally a part thereof.

SECTION 5. REPEALER: All City Code sections and ordinances or parts of City Code sections and ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. NOTICE TO ALABAMA DEPARTMENT OF REVENUE: No later than March 1, 2025, the City Clerk shall cause a certified copy of this ordinance to be delivered to the Alabama Department of Revenue as required by law.

SECTION 7. EFFECTIVE DATE: This ordinance shall become effective on May 1, 2025, upon its adoption and publication as required by law.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: January 28, 2025

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Authorize the Mayor to apply, accept, and receive from the U.S. Department of Transportation (DOT), grant assistance in the amount of \$500,000 in support of the PROTECT Grant Program for updating Hwy. 90 construction plans. There is no local match required.

Amount of Contract:

Funding Source

ATTACHMENTS:

1. RESOLUTION-PROTECT Hwy 90 planning

REVIEWERS:

Kelsi Tippery
Randy Threadgill
Laura Angle
Chris Kern
James Barber

R E S O L U T I O N

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive from the U.S. Department of Transportation (DOT), grant assistance in the amount of \$500,000.00 in support of the Promoting Resilient Operations for Transformative, Efficient, and Cost-saving Transportation (PROTECT) Grant Program for updating the Highway 90 construction plans. There is no local match requirement.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant if offered and to sign any agreements or other documents in connection with the grant application and to provide any information required by the U.S. Department of Transportation, PROTECT grant program. Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

Adopted:

City Clerk

RESOLUTION

Sponsored by: Councilmember Joel Daves - District 5

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **325 E I-65 Service Road S** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 12, 14 and 15; and***

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **325 E I-65 Service Road S** described as:

**LOT 5 SPRINGDALE MALL REPLAT CORRECTED PLAT IN
2022012767**

Parcel Number: 28 06 24 4 000 009.005

Last Assessed to: 3250 AIRPORT BOULEVARD, LLC

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

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

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION
January 16, 2025



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director of Municipal Enforcement

A handwritten signature in black ink, appearing to be 'GJ', is written over the 'FR:' line.

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, January 21, 2025.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **325 E I-65 SERVICE ROAD S** OWNED BY OR MAY HAVE AN INTEREST: **3250 AIRPORT BOULEVARD, LLC**, IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 28 06 24 4 000 009.005

COUNCIL DISTRICT 5 – JOEL DAVES

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

GJ/DLW



City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

325 E I-65 Service Road S

Property Details

Parcel Key	12800118	Local Historic Registry	N
Status	Scored	National Historic Registry	N
Blight Zone	N	Central Business District	N
Structure Type			

Survey Results

Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	N
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	N	Foundation Compromised	N
Survey Date	11-18-25	Comments	

Property Score

Score	53	Score Description	
-------	----	-------------------	--

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE

1-15-25

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams

Date: 11/25/2024

Property Address: 325 I-65 Service Road

District No: 5

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

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



3250 Airport Boulevard LLC
PO Box 10338
Tampa, Florida 33679

November 25, 2024

**RE: 325 E I-65 Service Road S
Project Number: ME-059-23**

Dear 3250 Airport Boulevard LLC:

On November 18, 2024, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 325 E I-65 Service Road S.

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

LOT 5 SPRINGDALE MALL REPLAT CORRECTED PLAT IN 2022012767

Parcel Number: 28 06 24 4 000 009.005

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

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

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

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

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

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

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.

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

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

- a) Repair the structures / and or building by **January 8, 2025** which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **January 8, 2025**, provide the Code Official with a work plan to accomplish the repairs by **January 8, 2025**, which shall be subject to the approval of the code official; OR,
- c) Demolish the building, structure, part of building or structure, party wall, or foundation by **January 8, 2025**, which is 45 days from the date of this NOTICE.

IV. **NOTICE** is hereby given that on **January 21, 2025, at 10:30 a.m.,** a hearing will be held before the **City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☒ Repaired; or,
- ☒ Demolished

NOTE: a) The owner or owners must obtain a Structural Engineer to evaluate/assess the structural stability and soundness of the building pertaining to this parcel. Contingent upon the evaluation and report findings, the owner or owners must obtain the appropriate building or demolition permit prior to proceeding to remedy and abate the violations at this structure.

b) The owner must provide the results of the building inspection (which includes exterior and interior findings) to Todd McClung's (Chief Building Inspector) office no later than **Monday, December 16, 2024**. A building permit must be obtained by **Friday December 20, 2024**, to address all scheduled work. Todd McClung can be reached at **(251) 214-4624** to schedule a meeting time to submit the Structural Engineer report of inspection results.

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

If you have any questions please contact David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

Respectfully,



Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT

325 E I-65 SERVICE ROAD S

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

325 E I-65 SERVICE ROAD S

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

325 E I-65 SERVICE ROADS

PHOTOS AGENDA / DW



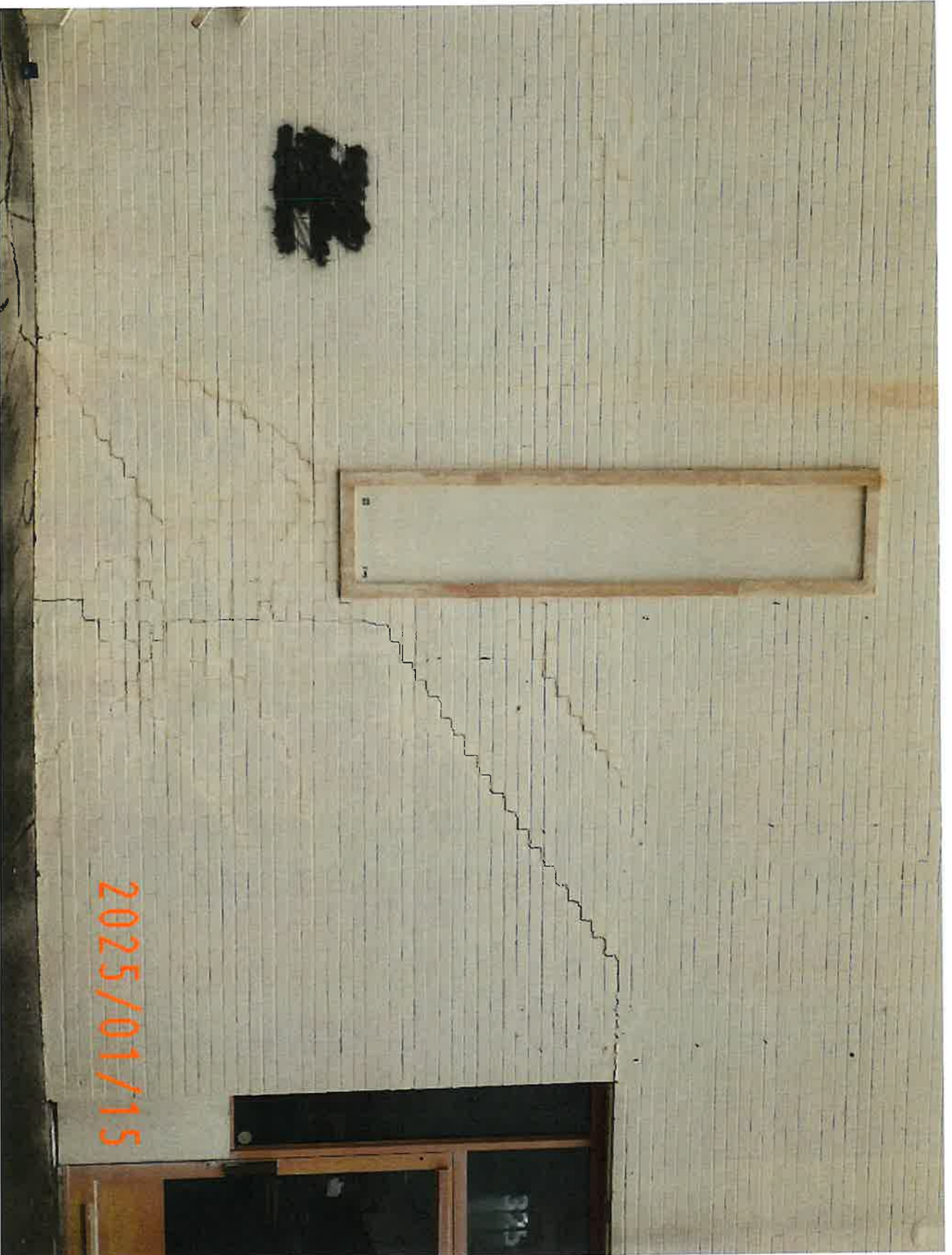


NUISANCE ABATEMENT

325 E I-65 SERVICE ROAD S

PHOTOS AGENDA / DW









NUISANCE ABATEMENT

325 E I-65 SERVICE ROAD S

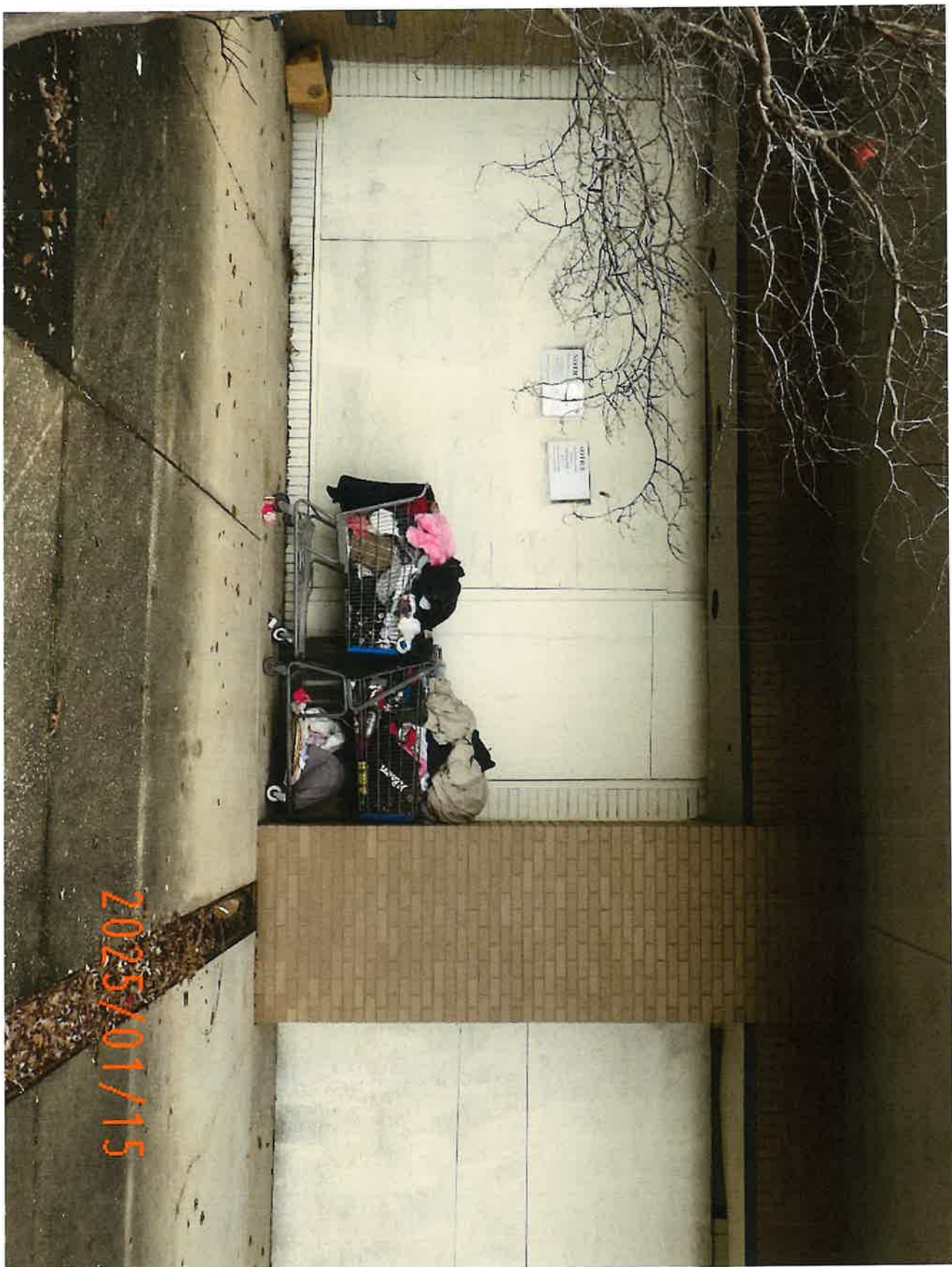
PHOTOS AGENDA / DW

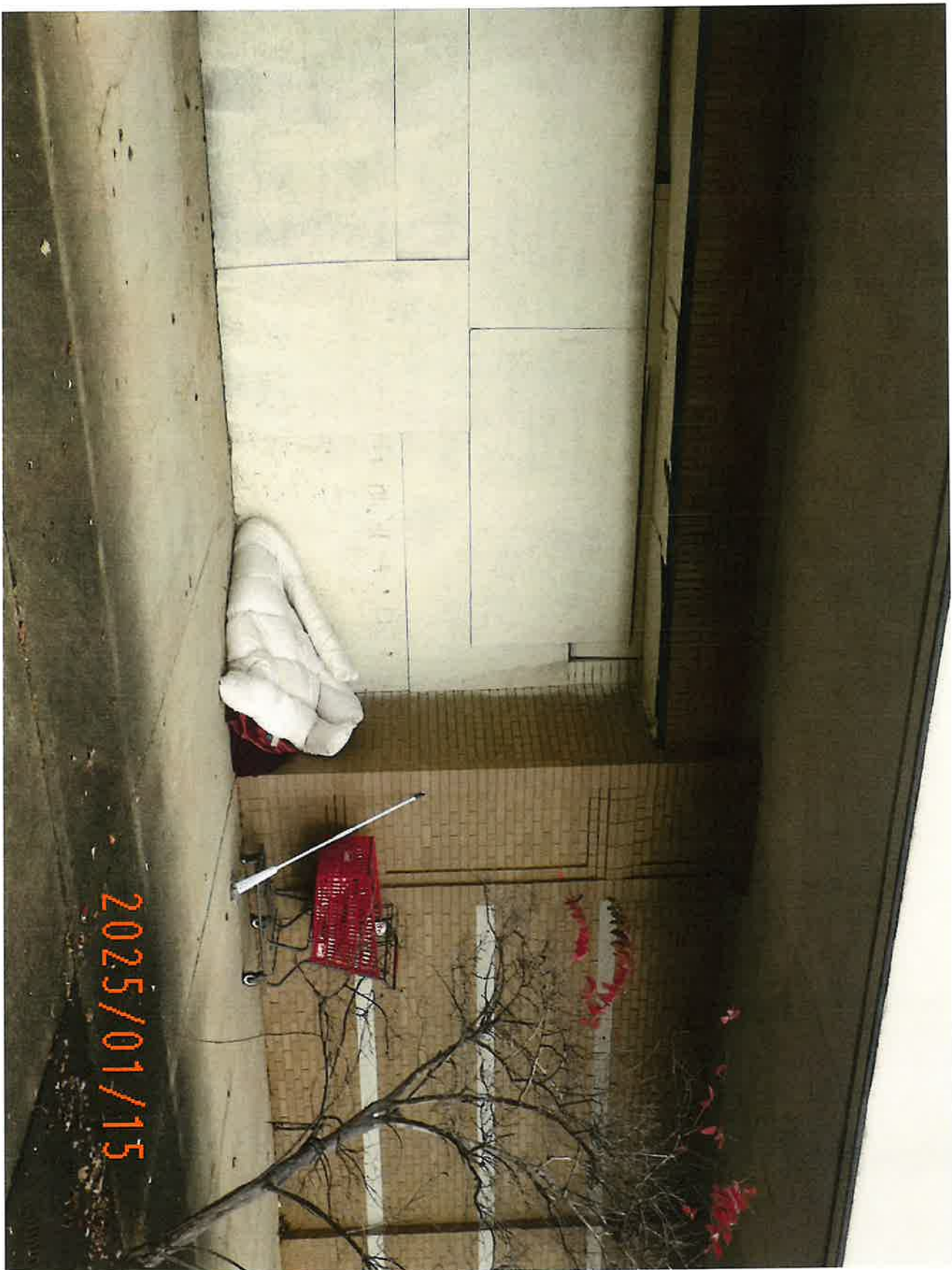


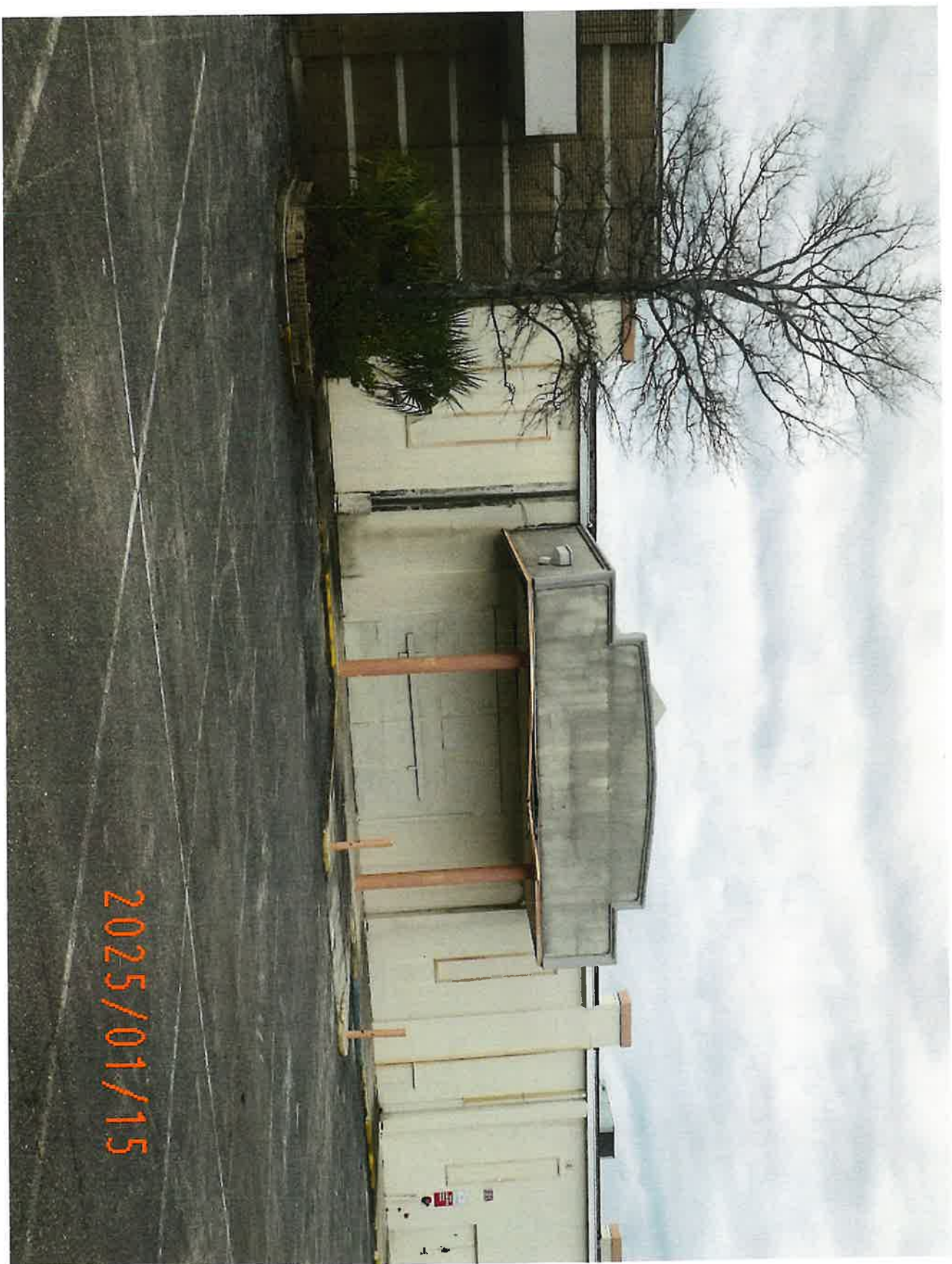


2025/01/15













NUISANCE ABATEMENT

325 E I-65 SERVICE ROAD S

PHOTOS AGENDA / DW



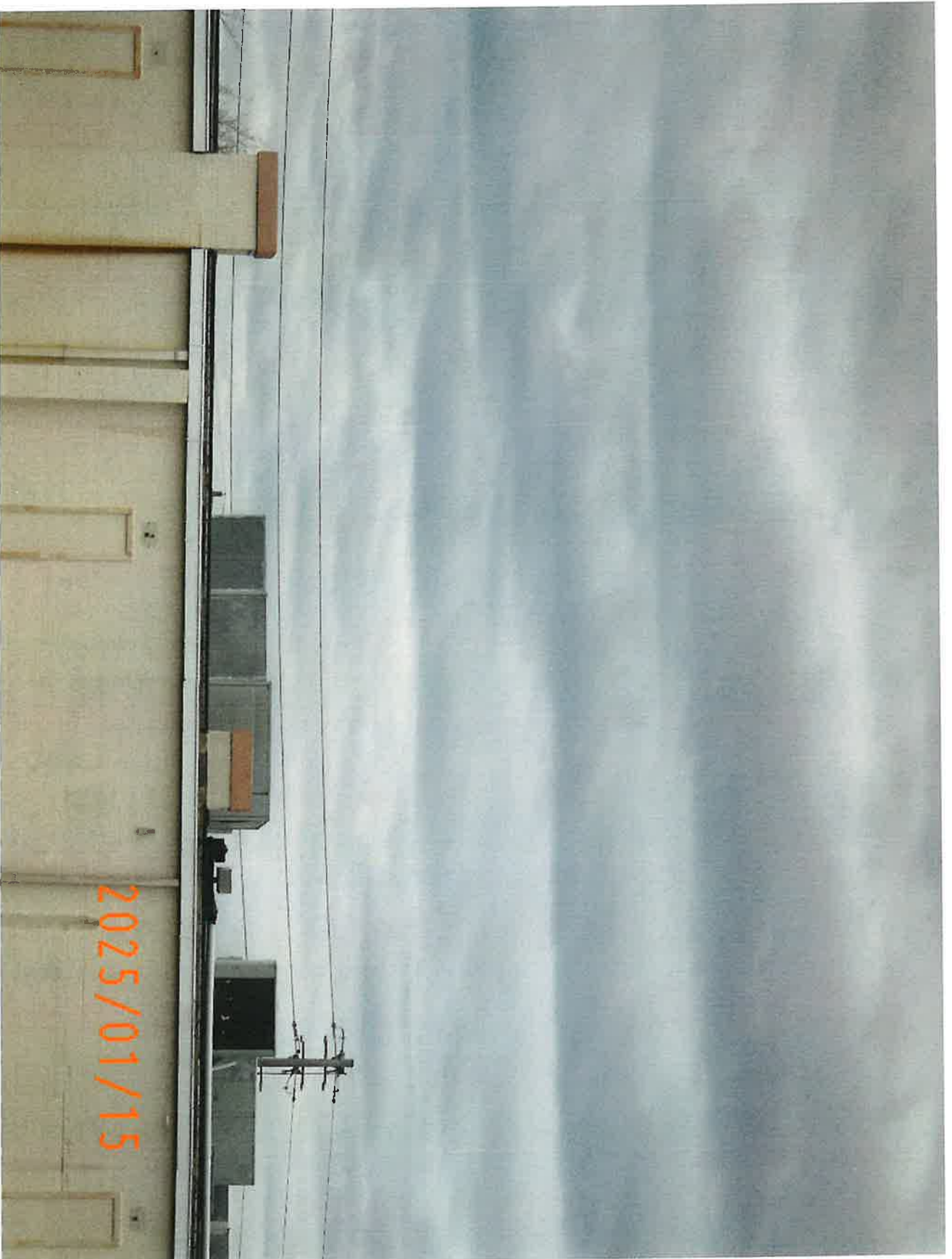




NUISANCE ABATEMENT

325 E I-65 SERVICE ROAD S

PHOTOS AGENDA / DW



Affidavit of Mailed Notice



Date: January 21, 2025

State of Alabama
County of Mobile

Subject Property –325 E I-65 Service Road S

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

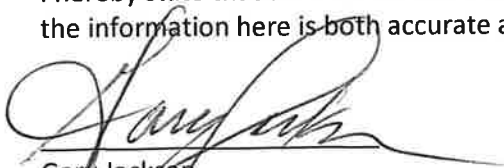
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **4 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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


Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT WORKSHEET

RE: 3250 Airport Blvd aka E- I65 Service Road

Date: Original Date June 26, 2023

Date: Update October 9, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: October 8, 2023

Per the Title Report, the owner is: 3250 Airport Boulevard, LLC

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|--|--|
| 1 | 3250 Airport Boulevard LLC
3250 Airport Blvd
Mobile AL 36606 | Subject/location address |
| 2 | 3250 Airport Boulevard LLC
PO Box 10338
Tampa FL 33679 | LexisNexis address good 8/8/2024 – also listed on Florida Secretary of State website |
| 3 | 3250 Airport Boulevard LLC
6031 Bowen Daniel Dr Unit 103
Tampa FL 33616-1375 | Lexisnexis address good 8/8/2024 – also Revenue Commission website mailing address (New) |
| 4 | 3250 Airport Boulevard LLC
414 Islebay Dr
Apollo Beach FL 33572 | LexisNexis address good 8/8/2024 – also Florida Secretary of State website address |

TAX STATUS: 2023 PROPERTY TAXES CURRENT

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Springdale/Mobile Limited Partnership, file 6/21/2023, recorded 7/24/2023, instrument number 2023043929

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
2257 Clinton 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 **2257 Clinton 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 **2257 Clinton Street** to be **\$2,715.00** 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: **\$2,715.00** shall constitute a special assessment against the property at structure **2257 Clinton Street** and being that property more particularly described as follows:

LOT 14 SUMMERVILLE DOWNS SUB MBK 5 P 491 #SEC 44 T4S R1W #MP29 02 44 0 024

Parcel No.: **29 02 44 0 024 412.XXX**

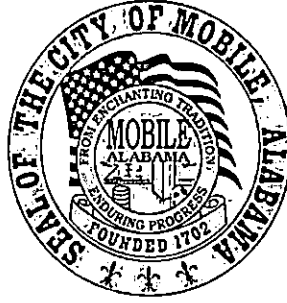
Owner: **JENKINS BERTRAM**
 P O BOX 3148
 BELLAIRE TX 77402-3148

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

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

Adopted:

City Clerk

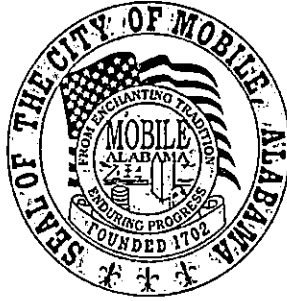


LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **January 28, 2025**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **2257 Clinton Street**, for the proposed amount of **\$2,715.00**.

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



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **December 31, 2024**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **2257 Clinton Street**, for the proposed amount of **\$2,715.00**.

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

September 27, 2024

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



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-150-23

LOCATION:
2257 Clinton 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 14 SUMMERVILLE DOWNS SU B MBK 5 P 491 #SEC 44 T4S R1W #MP29 02 44 0 024

Parcel Number: **29 02 44 0 024 412.XXX**

Amount: ~~\$2,515.00~~ **\$2,715.00**

Assessed: JENKINS BERTRAM

P O BOX 3148

BELLAIRE TX 77402-3148

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', with a long, sweeping horizontal line extending to the right.

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

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

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
1312 Jessie 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 **1312 Jessie 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 **1312 Jessie Street** to be **\$2,525.00** 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: **\$2,525.00** shall constitute a special assessment against the property at structure **1312 Jessie Street** and being that property more particularly described as follows:

LOT 8 BLK 4 MECHEM & SAGES 2ND SUB OF LAFARGUE PL DBK 121 P 511 #SEC 44 T4S R1W #MP29 02 44 0 013

Parcel No.: **29 02 44 0 013 135.01**

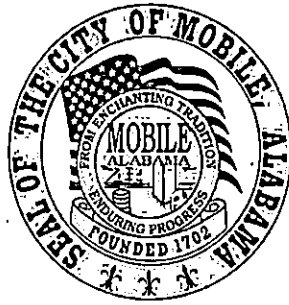
Owner: **CLEMONS SAMUEL LOPEZ
& JOHNNY RAY CLEMONS
C/O SHAMEKA MCDANIEL
6964 AIRPORT BLVD APT A5
MOBILE AL 36693-3357**

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

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

Adopted:

City Clerk

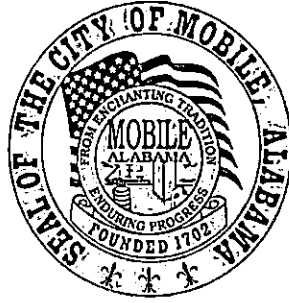


LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **January 28, 2025**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **1312 Jessie Street**, for the proposed amount of **\$2,525.00**.

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



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **December 31, 2024**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **1312 Jessie Street**, for the proposed amount of **\$2,525.00**.

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

October 10, 2024

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



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-011-24

LOCATION:
1312 Jessie 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 8 BLK 4 MECHEM & SAGES 2ND SUB OF LAFARGUE PL DBK 121 P 511 #SEC 44 T4S R1W #MP29 02 44 0 013

Parcel Number: **29 02 44 0 013 135.01**

Amount: ~~\$2,325.00~~ **\$2,525.00**

Assessed: CLEMONS SAMUEL LOPEZ & JOHNNY RAY CLEMONS C/O SHAMEKA MCDANIEL
6964 AIRPORT BLVD APT A5
MOBILE AL 36693-3357

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

Sincerely yours,

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

Gary L. Jackson, Program Coordinator
Municipal Enforcement Department
(251) 208-1540

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

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
1306 Congress 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 **1306 Congress 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 **1306 Congress Street** to be **\$3,000.00** 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: **\$3,000.00** shall constitute a special assessment against the property at structure **1306 Congress Street** and being that property more particularly described as follows:

BEG AT A FENCE COR ON N/S OF CONGRESS ST 129.7 FT WLY FROM NW INTERSEC OF ANN & CONGRESS ST & RUNNING TH WLY ALG SD N/S OF CONGRESS ST 32.5 FT TO A FENCE WHICH CONST W/L OF PPTY HEREBY CONVEYED TH DEFL 70 DEG 27 MIN TO RT RUN NLY ALG SD FENCE 100.9 FT TO A FENCE COR TH DEFL 100 DEG 43 MIN TO RT RUN ELY ALG A FENCE 43 FT TO COR THEREOF TH DEFL 75 DEG TO RT RUN SLY ALG A FENCE 100 FT TO N/S OF CONGRESS ST & POB ALL SD MEASURMENTS BEING ACCD TO SURVEY BY DURANT ENG DTD 4/4/44 #SEC 40 T4S R1W #MP29

Parcel No.: **29 06 40 0 007 105.xxx**

Owner: **CRAIG ELOUISE
1564 MONROE ST
MOBILE AL 36604**

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

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

Adopted:

City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **January 28, 2025**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **1306 Congress Street**, for the proposed amount of **\$3,000.00**.

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



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **December 31, 2024**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **démolition** of the structure at **1306 Congress Street**, for the proposed amount of **\$3,000.00**.

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

September 23, 2024

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



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-002-24

LOCATION:
1306 Congress 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: BEG AT A FENCE COR ON N/S OF CONGRESS ST 129.7 FT WLY FROM NW INTERSEC OF ANN & CONGRESS ST & RUNNING TH WLY ALG SD N/S OF CONGRESS ST 32.5 FT TO A FENCE WHICH CONST W/L OF PPTY HEREBY CONVEYED TH DEFL 70 DEG 27 MIN TO RT RUN NLY ALG SD FENCE 100.9 FT TO A FENCE COR TH DEFL 100 DEG 43 MIN TO RT RUN ELY ALG A FENCE 43 FT TO COR THEREOF TH DEFL 75 DEG TO RT RUN SLY ALG A FENCE 100 FT TO N/S OF CONGRESS ST & POB ALL SD MEASURMENTS BEING ACCD TO SURVEY BY DURANT ENG DTD 4/4/44 #SEC 40 T4S R1W #MP29 06 40 0 007

Parcel Number: 29 06 40 0 007 105.XXX

Amount: ~~\$2,800.00~~ \$3,000.00

Assessed: CRAIG ELOUISE
1564 MONROE ST
MOBILE AL 36604

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

Sincerely yours,

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

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

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

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
727 Florida Street Ext.

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 **727 Florida Street Ext.** 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 **727 Florida Street Ext.** to be **\$3,238.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$3,238.00** shall constitute a special assessment against the property at structure **727 Florida Street Ext.** and being that property more particularly described as follows:

LOT 40 CECELIA COURT 2ND ADD MBK 8 P 92 #SEC 44 T 4S RIW #MP29 02 44 0 024

Parcel No.: **29 02 44 0 024 187.XXX**

Owner: **HARMON CHARLES ANN
C/O TULANI JACKSON
2412 6TH PL NW
CENTER POINT AL 35215-2222**

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

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

Adopted:

City Clerk

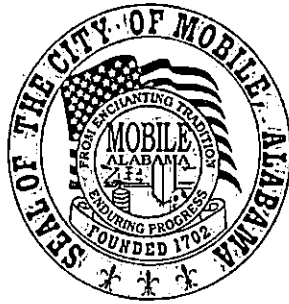


LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **January 28, 2025**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **727 Florida Street Ext.**, for the proposed amount of **\$3,238.00**.

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



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **December 31, 2024**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **727 Florida Street Ext.**, for the proposed amount of **\$3,238.00**.

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

October 16, 2024

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



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-153-23

LOCATION:
727 Florida Street Ext.

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 40 CECELIA COURT 2ND ADD MBK 8 P 93 #SEC 44 T4S R1W #MP29 02 44 0 024

Parcel Number: **29 02 44 0 024 187.XXX**

Amount: ~~\$3,038.00~~ *\$3,238.00*

Assessed: HARMON CHARLES ANN C/O TULANI JACKSON
2412 6TH PL NW
CENTER POINT AL 35215-2222

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

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
550 Williams 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 **550 Williams 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 **550 Williams Street** to be **\$3,238.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$3,238.00** shall constitute a special assessment against the property at structure **550 Williams Street** and being that property more particularly described as follows:

BEG AT NE COR LOT 41 BLK 25 BON AIR ESTS DKB 156/374 RUN TH S ALG W/L WILLIAMS ST 51 FT TO CONC MONU PT PT BEING 1 FT S OF SE COR OF LOT 41 TH WITH DEFL ANG TO RT 90 DEG 28 MIN 50 SEC RUN WLY & ALG BDRY/L BET LOTS 41-42 AS ESTAB BY CT DECREE 3-1-67 CIRCUIT CT CASE #35292 C DIS 150 FT M/L TO PT ON W/L LOT 41 PT BEING 1 FT N OF NW COR OF LOT 42 TH N & ALG W/L LOT 41 DIS 49 FT TO NW COR LOT 41 TH E ALG N/L LOT 41 DIS 150 FT TO POB BEING ALL THAT PT OF LOTS 41-42 BLK 25 BON AIR ESTS LYING N OF BDRY/

Parcel No.: **29 10 28 2 002 072.xxx**

Owner: **GRIFFIN DAN E
550 WILLIAMS ST
MOBILE AL 36606-1544**

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

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

Adopted:

City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **January 28, 2025**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **550 Williams Street**, for the proposed amount of **\$3,238.00**.

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



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **December 31, 2024**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **550 Williams Street**, for the proposed amount of **\$3,238.00**.

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

October 16, 2024

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



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-131-23

LOCATION:
550 Williams 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: S AND BOUNDS: BEG AT NE COR LOT 41 BLK 25 BON AIR ESTS DKB 156/374 RUN TH S ALG W/L WILLIAMS ST 51 FT TO CONC MONU PT PT BEING 1 FT S OF SE COR OF LOT 41 TH WITH DEFL ANG TO RT 90 DEG 28 MIN 50 SEC RUN WLY & ALG BDRY/L BET LOTS 41-42 AS ESTAB BY CT DECREE 3-1-67 CIRCUIT CT CASE #35292 C DIS 150 FT M/L TO PT ON W/L LOT 41 PT BEING 1 FT N OF NW COR OF LOT 42 TH N & ALG W/L LOT 41 DIS 49 FT TO NW COR LOT 41 TH E ALG N/L LOT 41 DIS 150 FT TO POB BEING ALL THAT PT OF LOTS 41-42 BLK 25 BON AIR ESTS LYING N OF BDRY/L BET LOTS 41-42 AS ESTAB BY DECREE OF CIRCUIT CT 67/03/01 CASE # 35292-C SHOWN ON SURVEY BY BEDSOLE SURVEYING CO #SEC 28 T4S R1W #MP29 10 28 2 002

Parcel Number: 29 10 28 2 002 072.XXX

Amount: ~~\$3,038.00~~ \$3,238.00

Assessed: GRIFFIN DAN E
550 WILLIAMS ST
MOBILE AL 36606-1544

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 Councilman William Carroll, file copy

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
1160 Arlington Street

Sponsored by: Councilmember C. J. Small

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 **1160 Arlington 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 **1160 Arlington Street** to be **\$3,700.00** 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: **\$3700.00** shall constitute a special assessment against the property at structure **1160 Arlington Street** and being that property more particularly described as follows:

LOT 2 BLK 3 BASCOMB TRT DBK 128 P 1 #SEC 34 T4S R1W #MP29 11 34 2 000

Parcel No.: **29 11 34 2 000 017.xxx**

Owner: **HUNTER J D
C/O JOHNATHAN HUNTER
PO BOX 640356
PIKE ROAD AL 36064-0356**

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

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

Adopted:

City Clerk

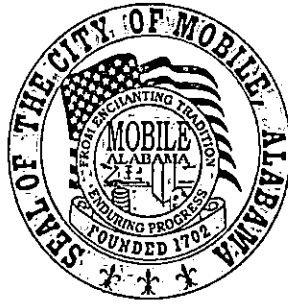


LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **January 28, 2025**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **1160 Arlington Street**, for the proposed amount of **\$3,700.00**.

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



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **December 31, 2024**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **1160 Arlington Street**, for the proposed amount of **\$3,700.00**.

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

September 27, 2024

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



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-112-23

LOCATION:
1160 Arlington 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 2 BLK 3 BASCOMB TRT DBK 128 P 1 #SEC 34 T4S R1W #MP29 11 34 2 000

Parcel Number: **29 11 34 2 000 017.XXX**

Amount: ~~\$3,500.00~~ **\$3,700.00**

Assessed: HUNTER J D C/O JOHNATHAN HUNTER
PO BOX 640356
PIKE ROAD AL 36064-0356

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

Sincerely yours,

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

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

CC: City Council Member, C. J. Small, David Daughenbaugh, James Roberts, file copy

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
2154 Grove Court

Sponsored by: Councilmember C. J. Small

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 **2154 Grove Court** 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 **2154 Grove Court** to be **\$1,974.00** 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: **\$1,974.00** shall constitute a special assessment against the property at structure **2154 Grove Court** and being that property more particularly described as follows:

**LOT 7 RESUB LOTS 34 THRU 38 BLK D RIVERSIDE MBK 3/412 #SEC 40 T5S R1W
#MP32 06 40 0 003**

Parcel No.: **32 06 40 0 003 014:XXX**

Owner: **MOZINGO ANGIE
25555 CANAL RD
LOT 32
ORANGE BEACH AL 36561-3865**

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

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

Adopted:

City Clerk

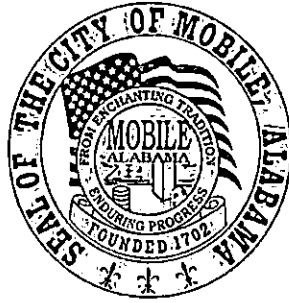


LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **January 28, 2025**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **2154 Grove Court**, for the proposed amount of **\$1,974.00**.

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



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **December 31, 2024**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **2154 Grove Court**, for the proposed amount of **\$1,974.00**.

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

September 23, 2024

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



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-001-24

LOCATION:
2154 Grove Court

Dear Ms. Lambert:

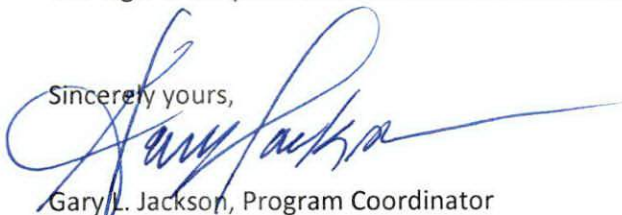
The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

**Legal Description: LOT 7 RESUB LOTS 34 THRU 38 BLK D RIVERSIDE MBK 3/412 #SEC 40 T5S R1W #MP32
06 40 0 003**

Parcel Number: 32 06 40 0 003 014.XXX
Amount: ~~\$1,774.00~~ \$1,974.00
Assessed: MOZINGO ANGIE
25555 CANAL RD LOT 32
ORANGE BEACH AL 36561-3865

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

Sincerely yours,


Gary L. Jackson, Program Coordinator
Municipal Enforcement Department
(251) 208-1540

CC: City Council Member C. J. Small., David Daughenbaugh, James Roberts, file copy

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
3154 Riverside Drive

Sponsored by: Councilmember C. J. Small

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 **3154 Riverside Drive** 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 **3154 Riverside Drive** to be **\$2,500.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$2,500.00** shall constitute a special assessment against the property at structure **3154 Riverside Drive** and being that property more particularly described as follows:

LOT 3 BLK I RIVERSIDE SUB MBK 3 P 318 #SEC 40 T5S R1W #MP32 07 40 0 004

Parcel No.: **32 07 40 0 004 036.XXX**

Owner: **BUSBY CHARLES J
3154 RIVERSIDE DR
MOBILE AL 36605-4637**

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

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

Adopted:

City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **January 28, 2025**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **3154 Riverside Drive**, for the proposed amount of **\$2,500.00**.

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



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **December 31, 2024**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **3154 Riverside Drive**, for the proposed amount of **\$2,500.00**.

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

October 10, 2024

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



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-155-23

LOCATION:
3154 Riverside Drive

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 3 BLK I RIVERSIDE SUB MBK 3 P 318 #SEC 40 T5S R1W #MP32 07 40 0 004

Parcel Number: **32 07 40 0 004 036.XXX**

Amount: ~~\$2,300.00~~ *\$2,500.00*

Assessed: BUSBY CHARLES J

3154 RIVERSIDE DR

MOBILE AL 36605-4637

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', with a long, sweeping horizontal line extending to the right.

Gary L. Jackson, Program Coordinator
Municipal Enforcement Department
(251) 208-1540

CC: James Roberts, David Daughenbaugh, Councilman C. J. Small, file copy

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
7217 Third Street

Sponsored by: Councilmember Gina Gregory

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 **7217 Third 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 **7217 Third Street** to be **\$1,400.00** 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: **\$1,400.00** shall constitute a special assessment against the property at structure **7217 Third Street** and being that property more particularly described as follows:

LOTS 47 - 49 BLOCK 5 OF MOBILE TERRACE DBK 156 N S 540-2

Parcel No.: **28 04 18 4 005 079.XXX**

Owner: **MORRIS DANIEL & OCTAVIA DAVIS
6255 FONTAINE DR
MOBILE AL 36608-5572**

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

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

Adopted:

City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **January 28, 2025**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **7217 Third Street**, for the proposed amount of **\$1,400.00**.

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

September 20, 2024

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



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-010-23

LOCATION:
7217 Third 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: LOTS 47 - 49 BLOCK 5 OF MOBILE TERRACE DBK 156 N S 540-2

Parcel Number: 28 04 18 4 005 079.XXX

Amount: ~~\$1,200.00~~ \$1,400.00

**Assessed: MORRIS DANIEL & OCTAVIA DAVIS
6255 FONTAINE DR
MOBILE AL 36608 -5572**

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, Program Coordinator
Municipal Enforcement Department
(251) 208-1540

CC: City Council Member Gina Gregory, David Daughenbaugh, James Roberts, file copy



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **December 31, 2024**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **7217 Third Street**, for the proposed amount of **\$1,400.00**.

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

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
7151 13TH Street

Sponsored by: Councilmember Gina Gregory

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 **7151 13th 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 **7151 13th Street** to be **\$2,700.00** 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: **\$2,700.00** shall constitute a special assessment against the property at structure **7151 13th Street** and being that property more particularly described as follows:

**LOTS 47 & 48 BLK 26 MOBILE TERRACE DBK 156 NS P 540-542 #SEC 18 T4S R2W
#MP28 04 18 1 002**

Parcel No.: **28 04 18 1 002 030.XXX**

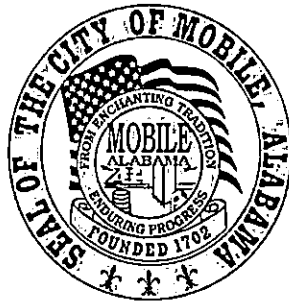
Owner: **WASHINGTON JOSEPH SR
C/O LATORYA MCCOVERY
6920 PAPERWOOD RD
CHUNCULA AL 36521-6726**

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

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

Adopted:

City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **January 28, 2025**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **7151 13TH Street**, for the proposed amount of **\$2,700.00**.

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



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **December 31, 2024**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **7151 13th Street**, for the proposed amount of **\$2,700.00**.

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

September 23, 2024

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



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-156-23

LOCATION:
7151 13TH 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: LOTS 47 & 48 BLK 26 MOBILE TERRACE DBK 156 NS P 540-542
#SEC 18 T4S R2W #MP28 04 18 1 002**

Parcel Number: 28 04 18 1 002 030.XXX

Amount: ~~\$ 2,500.00~~ \$ 2,700.00

**Assessed: WASHINGTON JOSEPH SR C/O LATORYA MCCOVERY
6920 PAPERWOOD RD
CHUNCHULA AL 36521-6726**

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

Sincerely yours,

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

Gary L. Jackson, Program Coordinator
Municipal Enforcement Department
(251) 208-1540

CC: City Council Member Gina Gregory, David Daughenbaugh, James Roberts, file copy

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):

December 2024 FFOM - Fire Service Driver Derrick T. Johnson, II (Emp #10541)

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

Adopted:

City Clerk

Email address	mclartys@cityofmobile.org
Name of Nominee	Derrick Johnson
Rank of Nominee	Driver
Assignment of Nominee	Engine 1
Date of Incident	Dec 30, 2024
Incident Number	N/A
Meritorious Period (To and From)	12/01/2024 to 12/31/2024
Type of Award being requested	Firefighter of the Month (December 2024)
Summary of Incident / Action	Driver Derrick Johnson has always been an extremely dedicated firefighter and has maintained a positive attitude toward his job as a firefighter his entire career. He has a strong work ethic and has gained much knowledge by completing certification courses, self study and many years of experience. Driver Johnson is quick to help others and share his knowledge, he steps up and can take the lead when needed. On the scene of emergencies he is always paying attention to everything and thinking ahead as to what resources he may need or hazards that may present a threat. Whether he is driving or acting captain, on a fire, ems or assistance call, Derrick always serves the public with dedication and gives his best. Derricks actions on the scene of numerous incidents over his career have saved many lives and property. This nomination is not for any one particular incident, but is a nomination for being an exemplary firefighter his entire career.
Name of Originator	Samuel McLarty
Rank of Originator	Captain
Assignment of Originator	Engine 1
I certify that the fact contained in the summery are both known to me and are a matter of record.	Samuel Lee McLarty



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: January 28, 2025

Submitted by:

William Jackson, Police Chief

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

To recognize those employees as a part of the Mayor's incentive program who have gone above and beyond their duties with the City of Mobile. Each honoree qualifies for a \$500 award

Amount of Contract:

\$500.00

Funding Source

ATTACHMENTS:

1. Agenda Item Summary Sheet for Officer of the Month - Copy
2. OOTM Resolution

REVIEWERS:

Tracy Baxter
Lana Gauthier

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: Tuesday, January 21, 2025
Date

Item No. _____

Submitted by: Mobile Police Department
Department

William Jackson
Department Head

Sponsored by: William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
Mayor's Office Date

A brief synopsis and explanation of the following:

PROJECT NAME: Officer of the Month

PURPOSE & SCOPE OF PROJECT:

To recognize those employees as a part of the Mayor's incentive program who have gone above and beyond their duties with the City of Mobile. Each honoree qualifies for a \$500 award.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$500.00

FUNDING SOURCE:

Budget Item: _____

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: NA

Renewal date of contract (if applicable): NA

If not bid, state reason: NA

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

How many bidders submitted bids (if applicable): NA

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

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:

December 2024: Officer Joshua Weaver

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



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: January 28, 2025

Submitted by:

Joseph Snowden

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution-Erin Bryars

REVIEWERS:

Dawn Seese

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, upon nomination by City Supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of \$500 to the following employee:

- **December 2024 – Erin Bryars (Employee #19896) Administrative Services
Communications – Graphic Design Manager**

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

Adopted:

City Clerk

R E S O L U T I O N

Sponsored by: Councilmember William Carroll

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

Type of application: Restaurant Retail Liquor License

Submitted by: Grand Bistro, LLC

Location: Grand Bistro
69 Saint Michael Street
Mobile, AL 36602

Adopted:

City Clerk



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK

LISA E. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
01/24/2025	NEW APPLICATION	2025 - 5712	130771	2	February 11, 2025

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

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

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

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

GRAND BISTRO LLC

Trade Name (DBA)

GRAND BISTRO

Location Address

69 SAINT MICHAEL STREET

City, State, Zip Code

MOBILE AL 36602

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK

LISA C. LAMBERT
Council Agenda Date

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
01/24/2025	NEW APPLICATION	2025 - 5712	130771	2	February 11, 2025

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

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

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

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

GRAND BISTRO LLC

Trade Name (DBA)

GRAND BISTRO

Location Address

69 SAINT MICHAEL STREET

City, State, Zip Code

MOBILE AL 36602

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

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

Business Structure ☐ Sole Proprietorship ☒ Limited Liability Company (LLC) ☐ Corporation		Application Type ☒ New Business ☐ New Owner ☐ Location Change		Transfer License ☒ No ☐ Yes Application Date:		Description/Type ☐ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☒ Restaurant ☐ Other	
License Type Applied For (MUST match with Application Fee)							
☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☒ 020 - Restaurant Retail Liquor ☐ 040 - Retail Beer (On/Off Premises) ☐ 050 - Retail Beer (Off Premises Only) ☐ 060 - Retail Table Wine (On/Off Premises) ☐ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine ☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 Brew Pub							
Legal Business Name Grand Bistro LLC				Trade Name (DBA) Grand Bistro			
Business Physical Address (Street and Suite #) 69 Saint Michael St				City Mobile	State AL	Zip Code 36602	
Business Contact Person Information							
Name Lakelsia Hawthorne		Title Member	Phone (251) 508-6810	Email grandbistromobile@gmail.com			
URBAN DEVELOPMENT DEPARTMENT USE ONLY							
Building Sq. Footage 1,500	Building Provided N/A	Parking Provided N/A	Compliance ☒	Zoning T-6	Approval ☒		
Comments WITHIN D.D.D. - NO ON-SITE PARKING REQUIRED							
Print Name CAUSWELL C. WHISTLER		Signature <i>Causwell C. Whistler</i>			Date 1-24-2025		

City of Mobile Alcoholic Beverage License Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
01/24/2025	NEW APPLICATION	2025 - 5712	130771	2	February 11, 2025

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

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

GRAND BISTRO LLC

Trade Name (DBA)

GRAND BISTRO

Location Address

69 SAINT MICHAEL STREET

City, State, Zip Code

MOBILE AL 36602

Contact Person Information				
Name	Title	POA	Phone	Email
LAKEISHA A HAWTHORNE	OWNER	NO		GRANDBISTROMOBILE@GMAIL.COM

Has any outstanding license and tax issues been addressed and corrected with this business? N/A

What is/was the start date of this business? 02/08/2025

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

R Shawn Skinner

Revenue Department Representative

Letter to City Council

City of Mobile Alcoholic Beverage License Application

Application Date 01/24/2025	Application Type NEW APPLICATION	Application Number 2025 - 5712	License Account # 130771	Council District 2	Council Agenda Date February 11, 2025
License Type Applied for with Alabama ABC Board 020 - RESTAURANT RETAIL LIQUOR			2nd License Type Applied for with Alabama ABC Board		
Business Information					
Legal Business Name GRAND BISTRO LLC			Trade Name (DBA) GRAND BISTRO		
Business Structure Type LLC - LIMITED LIABILITY COMPANY		Incorporation Date 05/21/2024	SOS Entity ID 001-137-207	State AL	County MOBILE
Federal Tax ID (FEIN) 99-3129245	Alabama State Sales Tax ID R012224636		Business Phone Number -----		
Physical Address (Street Address, Suite #) 69 SAINT MICHAEL STREET		City MOBILE	State AL	Zip Code 36602	
Mailing Address (Street Address, Suite #, PO Box) 69 SAINT MICHAEL STREET		City MOBILE	State AL	Zip Code 36602	
Primary Business Activity at the Location Explain (other) RESTAURANT			If Location Transfer, Previous Street Address and Zip Code N/A		
Contact Person Information					
Name LAKEISHA A HAWTHORNE	Title OWNER	POA NO	Phone	Email GRANDBISTROMOBILE@GMAIL.COM	
If Transfer of ABC License, Previous Licensee Information					
Legal Business Name N/A			Trade Name (DBA)		
ABC License Type		License Number	Any ABC Pending Actions		
Land/Building Information					
Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED					
Property Owner Name and/or Contact Person Name ROBERT BEARGIES			Property Owner Phone Number	Property Owner Email ROBERTBEARGIES@YAHOO.COM	
Property Owner Mailing Address (Street Address, Suite #, PO Box) 1101 EAST JACKSON STREET			City PENSACOLA	State FL	Zip Code 32501
Bldg Square Footage 1,500	Bldg Seating Capacity 50	Restroom Facilities YES	Patio Area NO	Structure Type SINGLE STRUCTURE	License Covers ENTIRE STRUCTURE
Do the premises have a fully equipped/operational kitchen? YES Is the business used to habitually and principally provide food to the public? YES Is the business equipped with services and facilities for on premises consumption? YES Will the business be operated primarily as a package store? NO					

JH

City of Mobile Alcoholic Beverage License Application

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

JA

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

JH

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

JH

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

JH

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

JH

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

JH

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

JH

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.

JH

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

Owner/Applicant/POA Printed Name

Date of Application Signature

Lakeisha A Hawthorne

1/24/25

Owner/Applicant/POA Signature

Title of Person Signing this Application

JCA

Owner

Sworn to and subscribed before me this 24th day of January 20 25

Notary Person Printed Name

Notary Person Signature

My Notary Commission Expires

R Shawn Skinner

R Shawn Skinner

November 19 2025



CITY OF MOBILE
REVENUE DEPARTMENT

January 24, 2025



GRAND BISTRO
69 ST MICHAEL STREET
MOBILE, AL 36602 USA
ACCOUNT NUMBER: 130771 TERRITORY 2

INVOICE

<u>BILL #</u>	<u>MTH/YR</u>	<u>DESCRIPTION</u>	<u>AMOUNT BILLED</u>	<u>PENALTY DUE</u>	<u>INTEREST DUE</u>	<u>AMOUNT PAID</u>
1968484	12/2025	ALCOHOL APPLICATION FEE APPLICATION FEE	\$50.00	\$0.0	\$0.00	\$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

\$50.00*

*Additional penalties may apply when payment is rendered

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

<http://mobileselfservice.tylertech.com>

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT
PO BOX 3065
MOBILE, AL 36652-3065

**CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602**

01/24/2025 12:19PM KAREN T.
044456-0044

BUSINESS LICENSE

GRAND BISTRO LLC

130771

2025 Item: 1968484

ALCOHOL APPLICATION

FEE \$50.00

\$50.00

Subtotal \$50.00

TP CC FEE \$2.50

Total \$52.50

REVENUE CC \$52.50

Visa *****6345

Ref=2265e64f-f32d-46ea-9089-3f58feaac310

Auth=024366

Change due \$0.00

Paid by: HAWTHORNE/LAKEISHA



Thank you for your payment

CUSTOMER COPY

This confirms that you have authorized Tyler Technologies to collect a service fee to complete this transaction. If you have any questions regarding this fee, contact Tyler Technologies' customer service department at TPCustomerService@TylerTech.com for assistance.

Tyler Technologies, Inc

City of Mobile Alcoholic Beverage License Application

Notice of Public Hearing

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

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

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

GRAND BISTRO LLC

dba

GRAND BISTRO

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

020 - RESTAURANT RETAIL LIQUOR

for the premises located at

69 SAINT MICHAEL STREET

, Mobile, Alabama.

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

February 11, 2025 for application number **2025 - 5712**

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



Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative

Notice of Public Hearing



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250115091526950

Type License: 020 - RESTAURANT RETAIL LIQUOR

State: \$300.00 County: \$300.00

Type License:

State: County:

Trade Name: **GRAND BISTRO**

Filing Fee: \$50.00

Applicant: **GRAND BISTRO LLC**

Transfer Fee:

Location Address: 69 SAINT MICHAEL ST MOBILE, AL 36602

Mailing Address: 69 SAINT MICHAEL ST MOBILE, AL 36602

County: MOBILE Tobacco sales: NO Tobacco Vending Machines:

Product Type:

Type Ownership: LLC

Book, Page, or Document info: 001-137-207

Do you sell Draft Beer?:

Date Incorporated: 05/21/2024 State incorporated: AL

County Incorporated: MOBILE

Date of Authority: 05/21/2024

Federal Tax ID: 99-3129245

Alabama State Sales Tax ID: R012224636

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

LAKEISHA ANN HAWTHORNE	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: LAKEISHA HAWTHORNE

Home Phone: 251-508-6810

Business Phone: 251-508-6810

Cell Phone: 251-508-6810

Fax:

E-mail: GRANDBISTROMOBILE@GMAIL.COM

PREVIOUS LICENSE INFORMATION:

Previous License Number(s)

Trade Name:

License 1:

Applicant:

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250115091526950

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
Name of Property owner/lessor and phone number: **ROBERT BEARGIE 850-529-4475**
What is lessors primary business? **ATTORNEY**
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: **1500** Display Square Footage:
Building seating capacity: **50** Does Licensed premises include a patio area? **NO**
License Structure: **SINGLE STRUCTURE** License covers: **ENTIRE STRUCTURE**
Number of licenses in the vicinity: **1** Nearest: **1**
Nearest school: Nearest church: Nearest residence: **1 blocks**
Location is within: **CITY LIMITS** Police protection: **CITY**

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

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250115091526950

Initial each

☒ *HH*

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

☒ *HH*

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

☒ *XX*

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

☒ *XX*

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

☒ *XX*

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

☒ *XX*

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

☒ *HH*

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.

☒ *HH*

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.

☒ *HH*

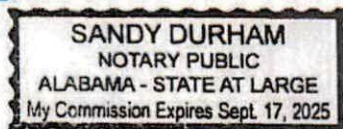
I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): *Lakeisha Hawthorne*

Signature of Applicant: *Lakeisha Hawthorne*

Notary Name (print):

Notary Signature:



Commission expires:

Application Taken:

Submitted to Local Government:

Received in District Office:

App. Inv. Completed:

Reviewed by Supervisor:

Forwarded to District Office:

Received from Local Government:

Forwarded to Central Office:



KAY IVEY
GOVERNOR

ALABAMA LAW ENFORCEMENT AGENCY

301 SOUTH RIPLEY STREET | P.O. BOX 1511 | MONTGOMERY, AL 36102
334.676.6000 | WWW.ALEA.GOV



HAL TAYLOR
SECRETARY

October 10th, 2024

Dear Ms. Hawthorne,

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

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

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

Respectfully,

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

XXXXXXXXXXXX STATE ABI SEARCH RESULT AND RAP SHEET XXXXXXXXXXXXXXX

TCN:

NAME:HAWTHORNE, LAKEISHA ANN

SOC

ABI RESULT:IDENT

SID:

CERTIFIED COPY
OF ALFA DOCUMENT

10-10-2024 12:13 ALLEA0049

*ATN/TCI

*OPR/AFIS

*FOLLOWING RESPONSE IS TO YOUR INQUIRY ON SID

*-NO RECORD FOUND -

REPORT DATE: 10-10-2024 *

*LAST PAGE ON SID

SEQ # 570 MRI # 1.2.38837

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:

Grand Bistro 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): LaKeisha Hawthorne

Street (no PO Boxes) address of registered office (must be located in Alabama):

601 BEL AIR BLVD STE 317 Calera, AL 36606

*COUNTY of above address: MOBILE

Mailing address in Alabama of registered office (if different from street address):

220 Nottingham Drive Calera, AL 35040

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	
001-137-207	DLL
Date	05/21/2024
Time	10:40:00
File	\$100.00
County	\$100.00

Total	\$200.00

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

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

☐ Series LLC complying with Title 10A, Chapter 5A, Article 11

☐ Professional LLC complying with Title 10A, Chapter 5A, Article 8

☐ Non-Profit LLC complying with Section 10A-5A-1.04(c)

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12

The undersigned specify 5 / 22 / 2024 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 12 : 00 ☒ AM or ☐ PM. (cannot be noon or midnight – 12:00)

☐ Attached are any other matters the members determine to include herein (if this item is checked there must be attachments with the filing).

5 / 21 / 2024
Date (MM/DD/YYYY)

LaKeisha Hawthorne

Signature as required by 10A-5A-2.04

Owner

Typed title (organizer or attorney-in-fact)

*County of Registered Agent is requested in order to determine distribution of County filing fees.

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

**I, Wes Allen, Secretary of State of Alabama, having custody of the
Great and Principal Seal of said State, do hereby certify that**

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama
1975, and upon an examination of the entity records on file in this office, the
following entity name is reserved as available:

Grand Bistro LLC

This name reservation is for the exclusive use of LaKeisha Hawthorne, 220
Nottingham Drive, Calera, AL 35040 for a period of one year beginning May 21,
2024 and expiring May 21, 2025



RES158058

**In Testimony Whereof, I have hereunto set my
hand and affixed the Great Seal of the State, at the
Capitol, in the city of Montgomery, on this day.**

May 21, 2024

Date

A handwritten signature in black ink, appearing to read 'Wes Allen', is written over a horizontal line.

Wes Allen

Secretary of State

List of Current Member

The following individual is the only member of: GRAND BISTRO LLC

NAME: LAKEISHA HAWTHORNE

TITLE: MEMBER

Lakeisha Hawthorne

PRINTED NAME OF MEMBER

L Hawthorne

SIGNATURE OF MEMBER

11/15/25

DATE

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 05-21-2024

Employer Identification Number:
99-3129245

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at:
1-800-829-4933

GRAND BISTRO LLC
GRAND BISTRO AND BAR
4 LAKEISHA HAWTHORNE SOLE MBR
69 SAINT MICHAEL ST
MOBILE, AL 36602

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 99-3129245. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did not apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 941	10/31/2024
Form 940	01/31/2025

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.



2025
SALES TAX LICENSE
State of Alabama
Alabama Department of Revenue

ISSUED TO:

GRAND BISTRO LLC

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R012224838	01/1/2025	12/31/2025

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975,
AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE
THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE.
THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF
BUSINESS.

NATCS CODE: 722511

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Danick Coleman
Deputy Commissioner

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

69 SAINT MICHAEL ST MOBILE AL 36602-3816

ARCHITECTURE
AND DESIGN
INCORPORATED



DATE: November 20, 2024
ISSUE: Occupant Load
PROJECT NAME: Grand Bistro Restaurant

**Occupant Load Calculation for the
Grand Bistro Restaurant**
69 Saint Michael Street, Mobile, Alabama 36602

Fire Service Captain - Brenda Moses
Community Risk Reduction
Phone: 251-208-5054; email: mosesb@cityofmobile.org

City of Mobile, Fire Administration Department
701 Saint Francis Street
Mobile, Alabama 36602

Brenda Moses,

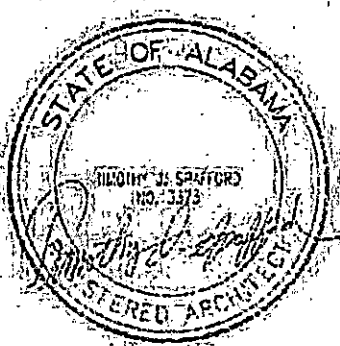
After a field review of the existing first floor tenant space for the Grand Bistro Restaurant located at 69 Saint Michael Street here in Mobile, it was determined the occupant load is 50 people. The breakdown is 45 people for the dining area, 3 people for the kitchen area and 2 people for the restrooms.

The Tenant representative, Ashley Bailey, has been instructed to post a permanent sign in a conspicuous place adjacent to the main entrance mounted 5ft. off the floor stating "MAXIMUM OCCUPANCY 50 PEOPLE" in 1" tall letters on a contrasting background.

Please call if you have any questions or need additional information. Thank you for your assistance on this project.

Sincerely,

Timothy J. Spafford, Registered Architect



1261 LAKE CIRCLE WEST
MOBILE, ALABAMA 36693

Phone: 251-533-1667
adina.adimobile.net

COPIES TO:
Ms. Ashley Bailey; abaileyfinancials@gmail.com
Architect's file: Job No. 2024-26 Occupant Load



CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

LEGAL DESCRIPTION OF PROPERTY

REQUIRED - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535 or this should be included on your deed and/or lease paperwork

**COMM AT SE COR OF N ROYAL ST & ST MICHAEL ST & RUN ELY ALG S/L OF ST MICHAEL ST
166.3 FT TO POB TH CONT ELY ALG S/L OF ST MICHAEL ST 20.5 FT TH RUN SLY 63.6 FT TH RUN
WLY 20 FT TH RUN NLY 62.2 FT TO POB #SEC 40 T4S R1W #MP29 06 40 0 002**

Ownership Type

Company Name

The above described property is ☐ Owned ☒ Leased to/by **Grand Bistro LLC**

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

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

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

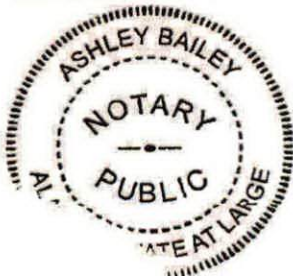
Sworn to and subscribed before me this 16 day of January 2025

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Ashley Baialey		6/15/2026

Notary Stamp

Owner of Property (Print Name)

Applicant Name (Print Name)



Robert Beargies

Lakeisha Hawthorne

Owner of Property (Signature)

Applicant Name (Signature)

Street Address

Street Address

1101 E Jackson St

69 Saint Michael St

City, State, Zip

City, State, Zip

Pensacola FL 32501

Mobile AL 36602

Date Agreement Signed

Date Agreement Signed

1/16/2025

1/16/2025

Revision Date 10.23.2023

| Application Property Ownership



My Place

City of Mobile...

GIS Data

[Search for New Ad...](#)

Information for Address: 69 St Michael St

Parcel Owner / Mailing Address:

Beargie Bob
20 S I St
Pensacola, FL 32502

Parcel Information:

Parcel: R022906400002182.002 / 2360251

Parcel Subdivision:

Unknown

Parcel Jurisdiction:

Mobile City Limits

Neighborhood Renewal District:

Address is not within a Neighborhood Renewal District

Historic District:

(Lower Dauphin Street)

PLS Section:

4S1W14

Census Tract:

000200

Zipcode:

36602

--- Public Services ---

Garbage Pickup:

(Commercial Mon, Thu, Sat Residential - Tue / Loop)

Trash Pickup:

(Monday North / 1-TD-10)

Fire District:

(Fire Central Station 3)

Police Precinct/Beat:

(Precinct 5 Beat 50)

--- Political ---

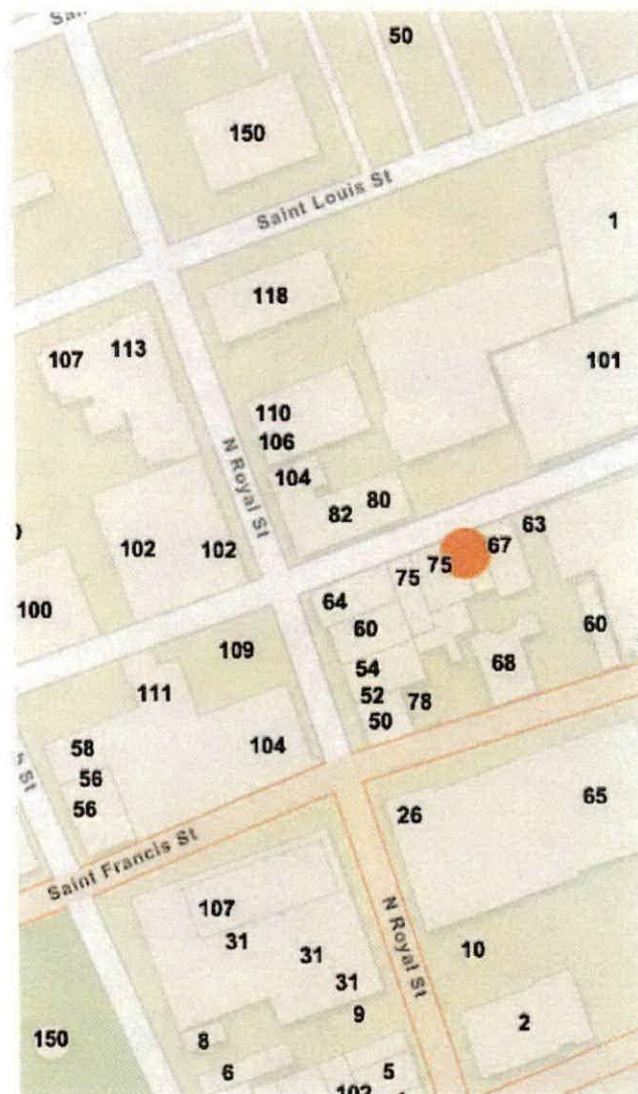
City Council District:

District: (2)

William Carroll - (251) 208-7441

County Commissioner District:

District: (1)



+

-



Data Source: Property data is from the Mobile County Revenue Commission, Address Information from the City of Mobile.

Disclaimer: All information in this application is provided "as is", with no guarantee of completeness, accuracy, timeliness or of the results obtained from the use of this information, and without warranty of any kind, express or implied, including, but not

[Application Support](#)

Copyright: City of Mobile

2024

Mobile County Property Search

Key Number: 2360251 For Year 2024

Property Details

Account

Key Number:	2360251
Legal Description:	COMM AT SE COR OF N ROYAL ST & ST MICHAEL ST & RUN ELY ALG S/L OF ST MICHAEL ST 166.3 FT TO POB TH CONT ELY ALG S/L OF ST MICHAEL ST 20.5 FT TH RUN SLY 63.6 FT TH RUN WLY 20 FT TH RUN NLY 62.2 FT TO POB #SEC 40 T4S R1W #MP29 06 40 0 002
Parcel Number:	2906400002182002
Type:	Real
Property Class:	2

Location

Address: 69 ST MICHAEL ST MOBILE, AL 36602

Owner

Name: BEARGIE BOB

Mailing Address: 20 S I ST

PENSACOLA, FL 32502-4450

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

Property Values

Improvement Value:	\$169,500
Land Value:	\$21,400
Appraised Value:	\$190,900
Taxable Value:	\$190,900
Assessed Value:	\$38,180



NOTICE!

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

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

GRAND BISTRO LLC

Trade Name (DBA)

GRAND BISTRO

Location Address

69 SAINT MICHAEL STREET

Zip Code

36602

Application Number

2025 - 5712

Notice Post Date @ Location

01/24/2025

That public hearing on said application has been set before the City Council in the Government Plaza Auditorium (1st floor) located at 205 Government Street @ 1030am on Tuesday

February 11, 2025

Date

Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication to the City of Mobile City Clerk Office

Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative

In accordance to the City of Mobile codes/ordinances, the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

LEASE AGREEMENT

THIS INDENTURE OF LEASE, made on the 22nd day of May 2024, by and between, Robert Beargie (herein called "Landlord"), and Grand Bistro, (herein called "Tenant").

WITNESSETH

ARTICLE I

GRANT AND TERM

SECTION 1.01: Leased Premises.

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of Tenant to be observed and performed, Landlord leases to Tenant, and Tenant rents from Landlord, the building (the "Building") the address of which is 69 Saint. Michael Street Mobile, Alabama 36602 which consists of an area of approximately 1,500 square feet (said premises being hereinafter called the "leased premises").

SECTION 1.02: Term and Commencement

The initial term of this lease shall be for THREE (3) years, commencing June 1, 2024 and expiring on July 31, 2026. Tenant to take possession (delivery date) of office suite on (June 1, 2024). The rent will commence: August 1, 2024. The first 2 months of rent will be abated (June 2024 and July 2024).

ARTICLE II

RENT

SECTION 2.01: Minimum Rent.

Summary of monthly payments

Base Rent Year 1:	\$2,625.00
Base Rent Year 2:	\$2,756.25
Base Rent year 3:	\$2,894.06

All payments are due in advance on or before the first day of each month.

Payment to be sent to:
Robert Beargie

or such other place as may be designated by Landlord, without any prior demand therefore, and without any deduction or setoff whatsoever.

The amount of each of the said installments of rent shall be increased by TEN (10%) PERCENT if the same shall remain unpaid Ten (10) days after the date on which such installment shall be due. All such charges shall be secured as additional rents under this lease.

SECTION 2.02: Option to Extend : Tenant shall have the option to extend the Lease for one (3) year period with 5% annual increases in rent. Tenant shall provide Landlord with no less than ninety (90) days notice to exercise the option.

SECTION 2.03: Additional Rent.

Tenant shall pay as additional rent, all sums of money or charges required to be paid by Tenant under this lease, whether or not the same be designated "additional rent." If such amounts or charges are not paid at the time provided in this lease, they shall, nevertheless, if not paid when due, be collectible as additional rent

Date: 5/10/2024
 BY: [Signature]
 Landlord: Robert Beattie, Owner

Date: 5/10/2024
 BY: [Signature]
 Landlord: Robert Beattie, Owner

IN WITNESS WHEREOF, Landlord and Tenant have signed and sealed this as of the day and year first above written.
 All terms and conditions of this lease shall inure to the benefit of, and be binding upon, the parties hereto and their successors, heirs, assigns and personal representatives.
 The terms of this lease agreement shall remain in full force and effect in the event Landlord files for bankruptcy protection.

SECTION 22.11: Landlord's Bankruptcy

Common Area Maintenance shall include, but not be limited to, utilities (excluding utilities associated with the leased premises), water (excluding water associated with the leased premises) painting of exterior walls, repair and maintenance of sidewalks and gutters. Tenant shall not be responsible for any Common Area Maintenance fees.
 All insurance premiums for fire and extended coverage, loss of rents, liability and other insurances are carried by Landlord on or with respect to the Building. The amount of insurance coverage carried by Landlord shall be at the Landlord's discretion but shall not be unreasonably excessive in relation to replacement cost.

Insurance

SECTION 22.10: Insurance and Common Area Maintenance Defined.

In the event that any federal, state, local or other governmental authority shall impose or assess any tax, levy or other charge on or against all or any part of the rents paid or to be paid by Tenant under the terms of this lease, and Landlord is thereby required to collect from Tenant and/or to pay such tax, levy or charge to such authority, Tenant covenants and agrees within Ten (10) days from written demand therefor, to pay to or reimburse Landlord (as the case may be) all such charges as may be imposed or assessed, which, for the purposes of this lease, shall be deemed to be due from Tenant as additional rent.

SECTION 22.09: Taxes on Rentals.

Tenant shall not record this lease without the written consent of Landlord; however, upon the request of either party hereto, the other party shall join in the execution of a memorandum or so-called "short form" of this lease for the purposes of recordation. Said memorandum or "short form" of this lease shall describe the parties, the leased premises and the term of this lease and shall incorporate this lease by reference. Tenant shall record this lease or said "short form" at the request of the Landlord, and shall pay the cost of recording same.



CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

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

Business Structure ☐ Sole Proprietorship ☒ Limited Liability Company (LLC) ☐ Corporation		Application Type ☒ New Business ☐ New Owner ☐ Location Change		Transfer License? ☒ No ☐ Yes Relocation Date:		Description/Type ☐ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☒ Restaurant ☐ Other	
License Type Applied to: <u>With ABC Board (MUST match with ABC Form 012) (See ALL Categories)</u>							
☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) ☐ Package Store ☒ 020 - Restaurant Retail Liquor ☐ 040 - Retail Beer (On/Off Premises) ☐ 050 - Retail Beer (Off Premises Only) ☐ 060 - Retail Table Wine (On/Off Premises) ☐ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine ☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 - Manufacturer ☐ 220 - BrewPub							
Legal Business Name Grand Bistro LLC				Trade Name (DBA) Grand Bistro			
Company Physical Address (Street Address Suite #) 69 Salut Michael St				City Mobile	State AL	Zip Code 36602	
Business Contact Person Information Name:		Title:		Phone:		Email:	
Laketisha Hawthorne		Member		(251) 508-6810		grandbistromobile@gmail.com	
URBAN DEVELOPMENT DEPARTMENT USE ONLY							
Building Sq Footage 1,500	Parking Provided N/A	Parking Required N/A	Compliance ☒	Zoning T-6	Approval ☒		
Comments WITHIN D.D.D. - NO ON-SITE PARKING REQUIRED							
Print Name CALDWELL C. WHISTLER		Signature <i>Caldwell C. Whistler</i>			Date 1-24-2025		

EXISTING FLOOR PLAN

GRAND BISTRO

69 SAINT MICHAEL STREET
MOBILE, ALABAMA 36602

Sheet Title

EXISTING FLOOR PLAN

REVISIONS	
DATE	DESCRIPTION

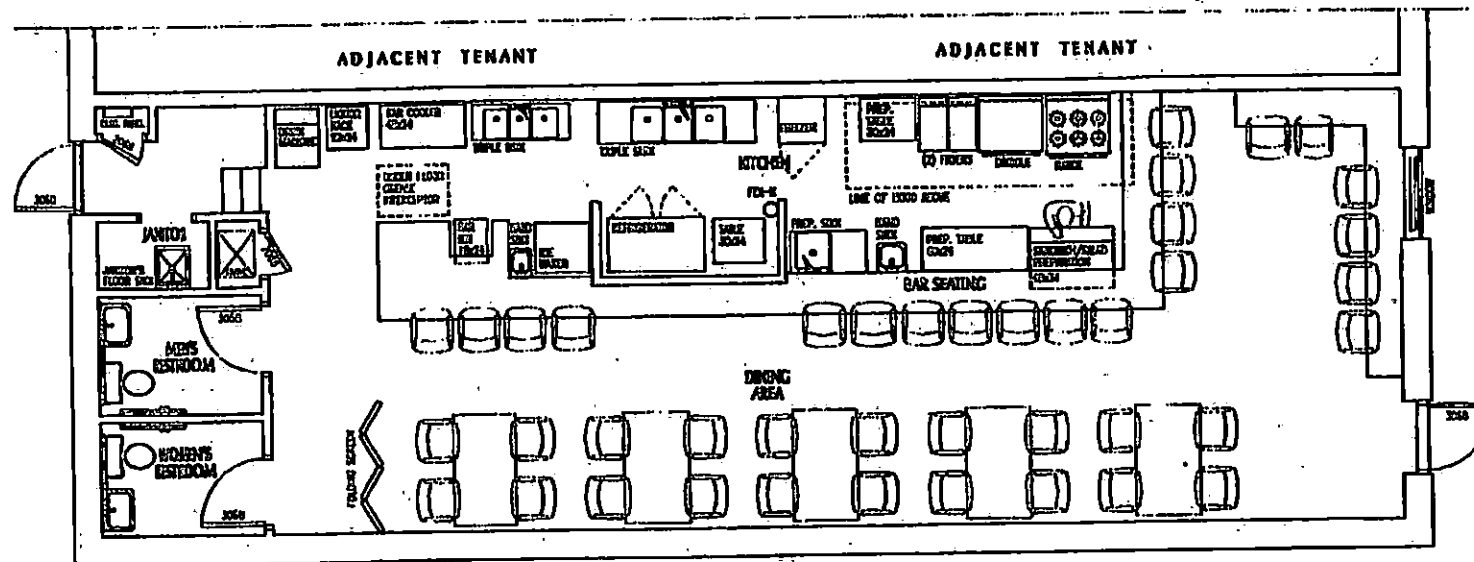
- DO NOT COPY
 THIS DOCUMENT OR ITS
 CONTENTS FOR
 DISTRIBUTION & SALE
 OUT THE DOOR OF THE
 OFFICE OF THE
 DIRECTOR OF THE
 FBI
- DO NOT COPY

Project No. 20

DATE

Sheet No.

A1.0



EXISTING FLOOR PLAN

CHINA AREA:	478 SF	15 SF	PERSON = 43 PEOPLE
INDIAN AREA:	610 SF	200 SF	PERSON = 4 PEOPLE
RESIDENCES / JAIL:	910 SF	150 SF	PERSON = 5 PEOPLE
OCCUPANT LOAD:			60 PEOPLE
SEMI SPACE AREA:			1,210 SF

Copyright 2024, Architecture & Design, Inc. and Emily J. Spotted



CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 21 Jan 2025
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 TRP Construction Group

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to TRP Construction Group for roadway thermal striping for
36 streets for Traffic Engineering.
CIP Citywide Roadway Striping

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$1,187,927.91

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: AL State contract

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>3451</u>	2025	(2060) TRAFFIC ENGINEERING	ROADWAY THERMAL STRIPING FOR 36 STREETS FOR TRAFFIC ENGINEERING (AL STATE CONTRACT)	\$1,187,927.91	<u>(297978) TRP CONSTRUCTION GROUP</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003451-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released	Page 1
--	---	--------

Vendor TRP CONSTRUCTION GROUP 2411 MINNIS DR HALTOM CITY, TX 76117 Tel#334-663-9685	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 JOANNA.ARNETT@CITYOFMOBILE.ORG
---	--

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/26/24	297978				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
----	-----------------------	-----	------------	-----------

General Notes

AS PER STATE OF ALABAMA CONTRACT
 MA 012-210000000200-012-2
 EXPIRES 04-21-2025

001	LABOR AND MATERIALS TO INSTALL AW THERMO 5" SOLID WHITE	60.00 MILE	5556.60000	333396.00
1	2000.80.00.0000.0000.0000.0000.48010. E RWS08 .CONSTRUCTN.			333396.00

Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

002	LABOR AND MATERIALS TO INSTALL AW THERMO 5" BROKEN WHITE	20.00 MILE	2315.25000	46305.00
1	2000.80.00.0000.0000.0000.0000.48010. E RWS08 .CONSTRUCTN.			46305.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003451-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released	Page 2
--	---	--------

Vendor TRP CONSTRUCTION GROUP 2411 MINNIS DR HALTOM CITY, TX 76117 Tel#334-663-9685	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 JOANNA.ARNETT@CITYOFMOBILE.ORG
---	--

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET

 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/26/24	297978				TRAFFIC ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
--------------------------	-----	------------	-----------

Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

003	LABOR AND MATERIALS TO INSTALL AW THERMO 5" DOTTED WHITE 2'4"	4000.00 FOOT	5.79000	23160.00
1	2000.80.00.0000.0000.0000.0000.48010. E RWS08 .CONSTRUCTN.			23160.00

Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

004	LABOR AND MATERIALS TO INSTALL AW THERMO 5" DOTTED WHITE 3'9"	1000.00 FOOT	2.32000	2320.00
-----	---	-----------------	---------	---------

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003451-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released	Page 3
--	---	--------

Vendor TRP CONSTRUCTION GROUP 2411 MINNIS DR HALTOM CITY, TX 76117 Tel#334-663-9685	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 JOANNA.ARNETT@CITYOFMOBILE.ORG
---	--

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/26/24	297978				TRAFFIC ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
1 2000.80.00.0000.0000.0000.0000.48010. E RWS08 .CONSTRUCTN.			2320.00

Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

005 LABOR AND MATERIALS TO INSTALL AW THERMO 5" SOLID YELLOW	40.00 MILE	5556.60000	222264.00
---	---------------	------------	-----------

1 2000.80.00.0000.0000.0000.0000.48010. E RWS08 .CONSTRUCTN.			222264.00
---	--	--	-----------

Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

=====	=====
Bill To	Requisition 00003451-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released
	Page 4
=====	=====

Vendor
TRP CONSTRUCTION GROUP
2411 MINNIS DR

Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET

HALTOM CITY, TX 76117

MOBILE, AL 36604
JOANNA.ARNETT@CITYOFMOBILE.ORG

Tel#334-663-9685

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET

MOBILE, AL 36604

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
12/26/24	297978				TRAFFIC ENGINEERING
-----	-----	-----	-----	-----	-----

LN	Description / Account	Qty	Unit Price	Net Price
006	LABOR AND MATERIALS TO INSTALL AW THERMO 5" BROKEN YELLOW	25.00 MILE	2315.25000	57881.25

1	2000.80.00.0000.0000.0000.0000.48010. E RWS08 .CONSTRUCTN.			57881.25
---	---	--	--	----------

Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

007	LABOR AND MATERIALS TO INSTALL AW DOTTED YELLOWW 2'4"	4000.00 FOOT	5.79000	23160.00
-----	--	-----------------	---------	----------

1	2000.80.00.0000.0000.0000.0000.48010. E RWS08 .CONSTRUCTN.			23160.00
---	---	--	--	----------

Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Deliver To
TRAFFIC ENGINEERING

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003451-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released	Page 5
--	---	--------

Vendor TRP CONSTRUCTION GROUP 2411 MINNIS DR HALTOM CITY, TX 76117 Tel#334-663-9685	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 JOANNA.ARNETT@CITYOFMOBILE.ORG
---	--

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/26/24	297978				TRAFFIC ENGINEERING

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

008	LABOR AND MATERIALS TO INSTALL AW THERMO HANDWORK	41000.00 SQ FT	6.95000	284950.00
1	2000.80.00.0000.0000.0000.0000.48010. E RWS08 .CONSTRUCTN.			284950.00

Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

009	LABOR AND MATERIALS TO INSTALL AW THERMO LEGEND	2500.00 SQ FT	6.95000	17375.00
1	2000.80.00.0000.0000.0000.0000.48010. E RWS08 .CONSTRUCTN.			17375.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003451-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released	Page 6
--	---	--------

Vendor TRP CONSTRUCTION GROUP 2411 MINNIS DR HALTOM CITY, TX 76117 Tel#334-663-9685	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 JOANNA.ARNETT@CITYOFMOBILE.ORG
---	--

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/26/24	297978				TRAFFIC ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
--------------------------	-----	------------	-----------

Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

010 LABOR AND MATERIALS TO INSTALL MOBILIZATION	7.00 EACH	3472.88000	24310.16
1 2000.80.00.0000.0000.0000.0000.48010. E RWS08 .CONSTRUCTN.			24310.16

Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

011 LABOR AND MATERIALS FOR TRAFFIC CONTROL - SINGLE LANE CLOSURE	30.00 EACH	2894.06000	86821.80
---	------------	------------	----------

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003451-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released	Page 7
--	---	--------

Vendor TRP CONSTRUCTION GROUP 2411 MINNIS DR HALTOM CITY, TX 76117 Tel#334-663-9685	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 JOANNA.ARNETT@CITYOFMOBILE.ORG
---	--

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET

 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/26/24	297978				TRAFFIC ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
1 2000.80.00.0000.0000.0000.0000.48010. E RWS08 .CONSTRUCTN.			86821.80

Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

012 LABOR AND MATERIALS FOR TRAFFIC CONTROL - DOUBLE LANE CLOSURE	15.00 EACH	4398.98000	65984.70
---	------------	------------	----------

1 2000.80.00.0000.0000.0000.0000.48010. E RWS08 .CONSTRUCTN.			65984.70
---	--	--	----------

Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003451-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released	Page 8
---	---	--------

Vendor TRP CONSTRUCTION GROUP 2411 MINNIS DR HALTOM CITY, TX 76117 Tel#334-663-9685	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 JOANNA.ARNETT@CITYOFMOBILE.ORG
--	---

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET

 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/26/24	297978				TRAFFIC ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
Requisition Link			
Requisition Total			1187927.91

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

Account	Amount	Remaining Budget
E RWS08 .CONSTRUCTN.	1187927.91	322852.53

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.48010.	1187927.91	

CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION

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

Activity	Date	Clerk	Comment
Approved	12/18/24	ADAM SPENCE	Auto approved by: 91054000
Approved	12/18/24	JENNIFER WHITE	
Approved	12/26/24	ADAM SPENCE	Auto approved by: 91054000
Approved	12/26/24	JENNIFER WHITE	
Approved	12/18/24	BRENDA RHODES	
Approved	12/18/24	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	12/18/24	RELYA MALLORY	Auto approved by: 910511034
Approved	12/26/24	BRENDA RHODES	Auto approved by: 910514227
Approved	12/26/24	TIFFANY HOLLINS	
Approved	12/26/24	RELYA MALLORY	Auto approved by: 910514227
Approved	12/20/24	DONALD ROSE	Auto approved by: 910518227
Approved	12/20/24	SANDRA LEWIS	
Approved	12/20/24	STEVEN KRONINGER	Auto approved by: 910518227
Approved	12/20/24	SAMANTHA COOLEY	Auto approved by: 910518227
Approved	12/20/24	LONELL HARRIS	Auto approved by: 910518227
Approved	12/20/24	ANNE FOLEY	Auto approved by: 910518227

=====	=====
Bill To	Requisition 00003451-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released
	Page 9
=====	=====

Vendor
TRP CONSTRUCTION GROUP
2411 MINNIS DR

Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET

HALTOM CITY, TX 76117

MOBILE, AL 36604
JOANNA.ARNETT@CITYOFMOBILE.ORG

Tel#334-663-9685

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET

MOBILE, AL 36604

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
12/26/24	297978				TRAFFIC ENGINEERING
-----	-----	-----	-----	-----	-----

LN	Description / Account	Qty	Unit Price	Net Price
Approved	12/20/24 JOHN PAINE			
		Auto approved by: 910518227		
Queued	12/26/24 DONALD ROSE	SEE	DON ROSE	
Queued	12/26/24 SANDRA LEWIS	SEE	DON ROSE	
Queued	12/26/24 STEVEN KRONINGER	SEE	DON ROSE	
Queued	12/26/24 SAMANTHA COOLEY	SEE	DON ROSE	
Queued	12/26/24 LONELL HARRIS	SEE	DON ROSE	
Queued	12/26/24 ANNE FOLEY	SEE	DON ROSE	
Queued	12/26/24 JOHN PAINE	SEE	DON ROSE	

Authorized By: _____ Date: _____
Signature

ATTACHMENT A

LOCATIONS

Roadname

Limits

Emogene St	South St to I-65 Ser. Rd.
Florida St	Emogene St to Spring Hill Ave
Mobile St	Cotton St to Summerville St
Overlook Rd	University Blvd to Moffett Rd
Ann St	Dauphin St to Virginia St
Austal Way	Dunlap Dr to Causeway
Dunlap Dr	Causeway to Bridge
Houston St	Duval St to Govt. St
Michigan Ave	Virginia St to Govt. Blvd
Bolling Brothers Blvd	McVay Dr to dead end
Halls Mill Rd	Duval St to Holcombe Ave
Satchel Paige	Govt. Blvd to Halls Mill Rd
Alba Club Rd	Gill Rd to Staples Rd
Boykin Blvd	Alba Club Rd to DIP
Bellingrath Rd	Hwy-90 to City Limits
Carol Plantation Rd	City Limit to Hwy 90
Cary Hamilton Rd	Old Military Rd to Old Rock Rd
Colgate Dr	Rangeline Service Rd to Bowden Rd
Cypress Park / Business Park	Higgins Rd to Shipyard Rd
Higgins Rd	Rangeline Rd to Todd Acres Dr
Katherine Hankins Dr	City Limit to Hwy 90
Old Rock Rd	Hwy 90 to Hwy 90
Plantation Rd	City Limit to Hwy 90
Plantation Rd	Hwy 90 to dead end
Rite Rd	Hwy 90 to dead end
Rutgers Rd	Rangeline Service Rd to Hobart Rd
Swedetown Rd	Hwy 90 to City Limits
Dauphin St	Springdale Blvd to McGregor Ave
Florida St	Airport Blvd to Emogene St
Michael Blvd	Byron Ave East to Azalea Rd
Schillinger Rd	Hitt Rd to City Limits
Forest Hill Dr	Moffett Rd to Zeigler Blvd
Overlook Rd	Howells Ferry Rd to Moffett Rd
Tanner Williams	Schillinger Rd to Foster Rd
University Loop	Moffett Rd to University Blvd
Du Rhu Dr	Dauphin St to College Ln

Contract Header

Contract

Traffic Striping/Pavement Amendment #2

Supplier

TRP Construction Group, LLC

Linked Solicitation

NA

Type

Master Agreement

Contract Code

210000000202-012-2

Sourcing Number

NA

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Kerri	Hines	kerri.hines@purchasing.alabama.gov	3342424610

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
Cory	West	coryw@trpconstructiongroup.com	8173419092

1 Record(s)

Contract Scope

Organizations

State of Alabama

Contract Validity

Start Date

5/30/2023

End Date

4/21/2025

Documents

Items

Item Name	Product Code		UOM
MOBILIZATION	210000000202-012-1-1	3,472.88	Each
TRAFFIC CONTROL-SINGLE LANE CLOSURE	210000000202-012-1-2	2,894.06	Each
TRAFFIC CONTROL-DOUBLE LANE CLOSURE	210000000202-012-1-3	4,398.98	Each

- [Final_MA_012_210000000202_1_MA_FORM_ADV_PDF.PDF](#)
- [ALDOT Traffic Striping Renewal Letter TRP Construction MA 012 21-202.pdf](#)
- [Final_MA_012_210000000202_1_MA_FORM_ADV_PDF.PDF](#)
- [ALDOT Traffic Striping Renewal Letter TRP Construction MA 012 21-202.pdf](#)
- [Final_MA_012_210000000202_1_MA_FORM_ADV_PDF.PDF](#)
- [ALDOT Traffic Striping Renewal Letter TRP Construction MA 012 21-202.pdf](#)
- [210000000202-012-2_Traffic_Striping_Amendment__2_2023-2024_pricing_V1.pdf](#)
- [210000000202-012-2_Traffic_Striping_Main_Contract_V1.pdf](#)

Item Name	Product Code	UOM	
TRAFFIC CONTROL-TRIPLE LANE CLOSURE	210000000202-012-1-4	5,788.13	Each
SOLID WHITE, CLASS 1, TYPE A TRAFFIC STRIPE	210000000202-012-1-5	926.10	Mile
BROKEN WHITE, CLASS 1, TYPE A TRAFFIC STRIPE	210000000202-012-1-6	439.90	Mile
NORMAL WIDTH DOTTED WHITE, CLASS 1, TYPE A TRAFFIC STRIPE 2'	210000000202-012-1-7	1.16	Foot
WIDE DOTTED WHITE, CLASS 1, TYPE A TRAFFIC STRIPE 3'	210000000202-012-1-8	5.79	Foot
SOLID YELLOW, CLASS 1, TYPE A TRAFFIC STRIPE	210000000202-012-1-9	926.10	Mile
BROKEN YELLOW, CLASS 1, TYPE A TRAFFIC STRIPE	210000000202-012-1-10	439.90	Mile
NORMAL WIDTH DOTTED YELLOW, CLASS 1, TYPE A TRAFFIC STRIPE	210000000202-012-1-11	1.16	Foot
TRAFFIC CONTROL MARKING, CLASS 1, TYPE A	210000000202-012-1-12	4.05	Square Foot
TRAFFIC CONTROL LEGEND, CLASS 1, TYPE A	210000000202-012-1-13	4.63	Square Foot

Item Name	Product Code	UOM	
REMOVAL SOLID CLASS 1, TYPE A TRAFFIC STRIPING	210000000202- 012-1-14	1,504.91	Mile
REMOVAL BROKEN CLASS 1, TYPE A TRAFFIC STRIPING	210000000202- 012-1-15	1,620.68	Mile
REMOVAL NORMAL WIDTH DOTTED, CLASS 1, TYPE A TRAFFIC STRIPE	210000000202- 012-1-16	2.32	Foot
REMOVAL WIDE DOTTED, CLASS 1, TYPE A TRAFFIC STRIPE 3'	210000000202- 012-1-17	5.79	Foot
REMOVAL TRAFFIC CONTROL MARKINGS, CLASS 1, TYPE A	210000000202- 012-1-18	3.47	Square Foot
REMOVAL TRAFFIC CONTROL LEGEND, CLASS 1, TYPE A	210000000202- 012-1-19	4.63	Square Foot
SOLID WHITE CLASS 1H, TYPE A TRAFFIC STRIPE	210000000202- 012-1-20	1,273.39	Mile
BROKEN WHITE CLASS 1H, TYPE A TRAFFIC STRIPE	210000000202- 012-1-21	607.75	Mile
NORMAL WIDTH DOTTED WHITE, CLASS 1H, TYPE A TRAFFIC STRIPE	210000000202- 012-1-22	1.74	Foot
WIDE DOTTED WHITE, CLASS 1H, TYPE A TRAFFIC STRIPE. 3'	210000000202- 012-1-23	5.79	Foot

Item Name	Product Code	UOM
SOLID YELLOW CLASS 1H, TYPE A TRAFFIC STRIPE	210000000202- 012-1-24	1,273.39 Mile
BROKEN YELLOW, CLASS 1H, TYPE A TRAFFIC STRIPE	210000000202- 012-1-25	607.75 Mile
NORMAL WIDTH DOTTED YELLOW, CLASS 1H, TYPE A TRAFFIC STRIPE	210000000202- 012-1-26	1.74 Foot
TRAFFIC CONTROL MARKING, CLASS 1H, TYPE A	210000000202- 012-1-27	4.63 Square Foot
TRAFFIC CONTROL LEGEND, CLASS 1H, TYPE A	210000000202- 012-1-28	4.63 Square Foot
REMOVAL SOLID CLASS 1H/1HAW, TYPE A TRAFFIC STRIPING	210000000202- 012-1-29	1,504.91 Mile
REMOVAL BROKEN CLASS 1H/1HAW, TYPE A TRAFFIC STRIPING	210000000202- 012-1-30	1,620.68 Mile
REMOVAL NORMAL WIDTH DOTTED, CLASS 1H/1HAW, TYPE A TRAFFIC	210000000202- 012-1-31	2.32 Foot
REMOVAL WIDE DOTTED, CLASS 1H/1HAW, TYPE A TRAFFIC STRIPE 3	210000000202- 012-1-32	5.79 Foot

Item Name	Product Code	UOM	
REMOVAL TRAFFIC CONTROL MARKINGS, CLASS 1H/1HAW, TYPE A	210000000202- 012-1-33	4.63	Square Foot
REMOVAL TRAFFIC CONTROL LEGEND, CLASS 1H/1HAW, TYPE A	210000000202- 012-1-34	4.63	Square Foot
SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE	210000000202- 012-1-35	3,183.47	Mile
BROKEN WHITE, CLASS 2, TYPE A TRAFFIC STRIPE	210000000202- 012-1-36	1,736.44	Mile
NORMAL WIDTH DOTTED WHITE, CLASS 2, TYPE A TRAFFIC STRIPE 2	210000000202- 012-1-37	2.32	Foot
WIDE DOTTED WHITE, CLASS 2, TYPE A TRAFFIC STRIPE 3'	210000000202- 012-1-38	5.79	Foot
SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE	210000000202- 012-1-39	3,183.47	Mile
BROKEN YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE	210000000202- 012-1-40	1,736.44	Mile
NORMAL WIDTH DOTTED YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE	210000000202- 012-1-41	2.32	Foot
TRAFFIC CONTROL MARKING, CLASS 2, TYPE A	210000000202- 012-1-42	5.79	Square Foot

Item Name	Product Code		UOM
TRAFFIC CONTROL LEGEND, CLASS 2, TYPE A	210000000202- 012-1-43	5.79	Square Foot
REMOVAL SOLID CLASS 2/2AW, TYPE A TRAFFIC STRIPING	210000000202- 012-1-44	1,504.91	Mile
REMOVAL BROKEN CLASS 2/2AW, TYPE A TRAFFIC STRIPING	210000000202- 012-1-45	1,620.68	Mile
REMOVAL NORMAL WIDTH DOTTED, CLASS 2/2AW, TYPE A TRAFFIC	210000000202- 012-1-46	2.32	Foot
REMOVAL WIDE DOTTED, CLASS 2/2AW, TYPE A TRAFFIC STRIPE 3'	210000000202- 012-1-47	5.79	Foot
REMOVAL TRAFFIC CONTROL MARKINGS, CLASS 2/2AW, TYPE A	210000000202- 012-1-48	4.63	Square Foot
REMOVAL TRAFFIC CONTROL LEGEND, CLASS 2/2AW, TYPE A	210000000202- 012-1-49	4.63	Square Foot
SOLID WHITE, CLASS 2T, TYPE A TRAFFIC STRIPE	210000000202- 012-1-50	2,199.49	Mile
BROKEN WHITE, CLASS 2T, TYPE A TRAFFIC STRIPE	210000000202- 012-1-51	1,157.63	Mile
NORMAL WIDTH DOTTED WHITE, CLASS 2T, TYPE A TRAFFIC STRIPE	210000000202- 012-1-52	2.32	Foot

Item Name	Product Code	UOM
WIDE DOTTED WHITE, CLASS 2T, TYPE A TRAFFIC STRIPE. 3'	210000000202- 012-1-53	5.79 Foot
SOLID YELLOW, CLASS 2T, TYPE A TRAFFIC STRIPE	210000000202- 012-1-54	2,199.49 Mile
BROKEN YELLOW, CLASS 2T, TYPE A TRAFFIC STRIPE	210000000202- 012-1-55	1,157.63 Mile
NORMAL WIDTH DOTTED YELLOW, CLASS 2T, TYPE A TRAFFIC STRIPE	210000000202- 012-1-56	2.32 Foot
TRAFFIC CONTROL MARKING, CLASS 2T, TYPE A	210000000202- 012-1-57	5.79 Square Foot
TRAFFIC CONTROL LEGEND, CLASS 2T, TYPE A	210000000202- 012-1-58	5.79 Square Foot
REMOVAL SOLID CLASS 2T, TYPE A TRAFFIC STRIPING	210000000202- 012-1-59	1,504.91 Mile
REMOVAL BROKEN CLASS 2T, TYPE A TRAFFIC STRIPING	210000000202- 012-1-60	1,620.68 Mile
REMOVAL NORMAL WIDTH DOTTED, CLASS 2T, TYPE A TRAFFIC STRIPE	210000000202- 012-1-61	2.32 Foot
REMOVAL WIDE DOTTED, CLASS 2T, TYPE A TRAFFIC STRIPE. 3'	210000000202- 012-1-62	5.79 Foot
REMOVAL TRAFFIC CONTROL	210000000202- 012-1-63	4.63 Square Foot

Item Name	Product Code		UOM
MARKINGS, CLASS 2T, TYPE A			
REMOVAL TRAFFIC CONTROL LEGEND, CLASS 2T, TYPE A	210000000202- 012-1-64	4.63	Square Foot
SOLID WHITE, CLASS W, TYPE A TRAFFIC STRIPE	210000000202- 012-1-65	18,522.00	Mile
BROKEN WHITE, CLASS W, TYPE A TRAFFIC STRIPE	210000000202- 012-1-66	6,714.23	Mile
NORMAL WIDTH DOTTED WHITE, CLASS W, TYPE A TRAFFIC STRIPE	210000000202- 012-1-67	8.10	Foot
WIDE DOTTED WHITE, CLASS W, TYPE A TRAFFIC STRIPE 3'	210000000202- 012-1-68	5.79	Foot
SOLID YELLOW, CLASS W, TYPE A TRAFFIC STRIPE	210000000202- 012-1-69	18,522.00	Mile
BROKEN YELLOW, CLASS W, TYPE A TRAFFIC STRIPE	210000000202- 012-1-70	8,334.90	Mile
NORMAL WIDTH DOTTED YELLOW, CLASS W, TYPE A TRAFFIC STRIPE	210000000202- 012-1-71	8.10	Foot
BROKEN BLACK, CLASS W, TYPE A TRAFFIC STRIPE	210000000202- 012-1-72	6,714.23	Mile
NORMAL WIDTH DOTTED BLACK, CLASS W, TYPE A	210000000202- 012-1-73	9.26	Foot

Item Name	Product Code	UOM	
TRAFFIC STRIPE 2			
WIDE DOTTED BLACK, CLASS W, TYPE A TRAFFIC STRIPE 3'	210000000202-012-1-74	5.79	Foot
TRAFFIC CONTROL MARKING, CLASS W, TYPE A	210000000202-012-1-75	27.78	Square Foot
TRAFFIC CONTROL LEGEND, CLASS W, TYPE A	210000000202-012-1-76	32.41	Square Foot
REMOVAL SOLID CLASS W/WAW, TYPE A TRAFFIC STRIPING	210000000202-012-1-77	2,286.31	Mile
REMOVAL BROKEN CLASS W/WAW, TYPE A TRAFFIC STRIPING	210000000202-012-1-78	2,286.31	Mile
REMOVAL NORMAL WIDTH DOTTED, CLASS W/WAW, TYPE A TRAFFIC	210000000202-012-1-79	5.79	Foot
REMOVAL WIDE DOTTED, CLASS W/WAW, TYPE A TRAFFIC STRIPE 3'	210000000202-012-1-80	1.16	Foot
REMOVAL TRAFFIC CONTROL MARKINGS, CLASS W/WAW, TYPE A	210000000202-012-1-81	4.63	Square Foot
REMOVAL TRAFFIC CONTROL LEGEND, CLASS W/WAW, TYPE A	210000000202-012-1-82	5.79	Square Foot
PAVEMENT MARKERS,	210000000202-012-1-83	6.95	Each

Item Name	Product Code	UOM
CLASS A-H, TYPE 1-A		
PAVEMENT MARKERS, CLASS A-H, TYPE 1-B	210000000202- 012-1-84	6.95 Each
PAVEMENT MARKERS, CLASS A-H, TYPE 2-A	210000000202- 012-1-85	6.95 Each
PAVEMENT MARKERS, CLASS A-H, TYPE 2-B	210000000202- 012-1-86	6.95 Each
PAVEMENT MARKERS, CLASS A-H, TYPE 2-C	210000000202- 012-1-87	6.95 Each
PAVEMENT MARKERS, CLASS A-H, TYPE 2-D	210000000202- 012-1-88	6.95 Each
PAVEMENT MARKERS, CLASS A-H, TYPE 2-E	210000000202- 012-1-89	6.95 Each
SOLID WHITE CLASS 1HAW, TYPE A TRAFFIC STRIPE	210000000202- 012-1-90	3,935.93 Mile
BROKEN WHITE CLASS 1HAW, TYPE A TRAFFIC STRIPE	210000000202- 012-1-91	1,134.47 Mile
NORMAL WIDTH DOTTED WHITE, CLASS 1HAW, TYPE A TRAFFIC STRIPE	210000000202- 012-1-92	4.63 Foot
WIDE DOTTED WHITE, CLASS 1HAW, TYPE A TRAFFIC STRIPE 3'	210000000202- 012-1-93	2.32 Foot
SOLID YELLOW CLASS 1HAW, TYPE A TRAFFIC STRIPE	210000000202- 012-1-94	3,935.93 Mile
BROKEN YELLOW, CLASS 1HAW,	210000000202- 012-1-95	1,134.47 Mile

Item Name	Product Code	UOM
TYPE A TRAFFIC STRIPE		
NORMAL WIDTH DOTTED YELLOW, CLASS 1HAW, TYPE A TRAFFIC	210000000202- 012-1-96	4.63 Foot
TRAFFIC CONTROL MARKING, CLASS 1HAW, TYPE A	210000000202- 012-1-97	6.95 Square Foot
TRAFFIC CONTROL LEGEND, CLASS 1HAW, TYPE A	210000000202- 012-1-98	6.95 Square Foot
SOLID WHITE, CLASS 2AW, TYPE A TRAFFIC STRIPE	210000000202- 012-1-99	5,556.60 Mile
BROKEN WHITE, CLASS 2AW, TYPE A TRAFFIC STRIPE	210000000202- 012-1-100	2,315.25 Mile

1 2 >



Contract Traffic Striping/Pavement Amendment #2	Type Master Agreement
Supplier TRP Construction Group, LLC	Contract Code 210000000202-012-2
Linked Solicitation	Sourcing Number

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Kerri	Hines	kerri.hines@purchasing.alabama.gov	3342424610
1 Record(s)			

Supplier Contact

First name	Last name	Email	Phone
Cory	West	coryw@trpconstructiongroup.com	8173419092
1 Record(s)			

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date 5/30/2023	End Date 4/21/2025
--------------------------------	------------------------------

Documents

- Final_MA_012_210000000202_1_MA_FORM_ADV_PDF.PDF
- ALDOT Traffic Striping Renewal Letter TRP Construction MA 012 21-202.pdf
- Final_MA_012_210000000202_1_MA_FORM_ADV_PDF.PDF
- ALDOT Traffic Striping Renewal Letter TRP Construction MA 012 21-202.pdf
- Final_MA_012_210000000202_1_MA_FORM_ADV_PDF.PDF
- ALDOT Traffic Striping Renewal Letter TRP Construction MA 012 21-202.pdf
- 210000000202-012-2_Traffic_Striping_Amendment__2_2023-2024_pricing_V1.pdf
- 210000000202-012-2_Traffic_Striping_Main_Contract_V1.pdf

Items

Item Name	Product Code	UOM
NORMAL WIDTH DOTTED WHITE, CLASS 2AW, TYPE A TRAFFIC STRIPE	210000000202-012-1-101	5.79 Foot
WIDE DOTTED WHITE, CLASS 2AW, TYPE A TRAFFIC STRIPE 3'	210000000202-012-1-102	2.32 Foot
SOLID YELLOW, CLASS 2AW, TYPE A TRAFFIC STRIPE	210000000202-012-1-103	5,556.60 Mile
BROKEN YELLOW, CLASS 2AW, TYPE A TRAFFIC STRIPE	210000000202-012-1-104	2,315.25 Mile
NORMAL WIDTH DOTTED YELLOW, CLASS 2AW, TYPE A TRAFFIC STRIPE	210000000202-012-1-105	5.79 Foot
TRAFFIC CONTROL MARKING, CLASS 2AW, TYPE A	210000000202-012-1-106	6.95 Square Foot
TRAFFIC CONTROL LEGEND, CLASS 2AW, TYPE A	210000000202-012-1-107	6.95 Square Foot
SOLID WHITE, CLASS WAW, TYPE A TRAFFIC STRIPE	210000000202-012-1-108	18,522.00 Mile
BROKEN WHITE, CLASS WAW, TYPE A TRAFFIC STRIPE	210000000202-012-1-109	6,714.23 Mile
NORMAL WIDTH DOTTED WHITE, CLASS WAW, TYPE A TRAFFIC STRIPE	210000000202-012-1-110	8.10 Foot
WIDE DOTTED WHITE, CLASS WAW, TYPE A TRAFFIC STRIPE 3'	210000000202-012-1-111	5.79 Foot
SOLID YELLOW, CLASS WAW, TYPE A TRAFFIC STRIPE	210000000202-012-1-112	18,522.00 Mile
BROKEN YELLOW, CLASS WAW, TYPE A TRAFFIC STRIPE	210000000202-012-1-113	6,714.23 Mile
NORMAL WIDTH DOTTED YELLOW, CLASS WAW, TYPE A TRAFFIC STRIPE	210000000202-012-1-114	8.10 Foot
BROKEN BLACK, CLASS WAW, TYPE A TRAFFIC STRIPE	210000000202-012-1-115	6,945.75 Mile
TRAFFIC CONTROL MARKING, CLASS WAW, TYPE A	210000000202-012-1-116	27.78 Square Foot
TRAFFIC CONTROL LEGEND, CLASS WAW, TYPE A	210000000202-012-1-117	32.41 Square Foot
VACUUMING OF MATERIAL DEBRIS	210000000202-012-1-118	1,504.91 Mile
<< < 1 2		



CAPITAL CONTRACT SUMMARY SHEET

Contract# 5629

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Household Hazardous Waste Collection Event Support (D1-7)

COM Project: 2025-3005-13

PROJECT #: C0604 DATE OF RECEIPT: _____

PROJECT DESCRIPTION: Household Hazardous Waste Collection Support

CONTRACT AMOUNT: \$160,000.00

VENDOR NAME: Clean Earth of Alabama, Inc.

VENDOR NUMBER: 297390

DEPT #: 3005 DEPT NAME: Engineering

CONTRACT ADMINISTRATOR: Rosemary Ginn

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: Jessica White Date 1/15/2025

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

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 Clean Earth of Alabama, Inc. for household hazardous waste collection event support services, in an amount not to exceed \$160,000.00 per year, for one year, renewable without further Council action, for two additional one year periods, 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: CLEAN EARTH OF ALABAMA, Inc.

Project Name: HOUSEHOLD HAZARDOUS WASTE COLLECTION EVENT
 SUPPORT (D1-7)

Project Cost: \$160,000.00

Adopted:

City Clerk



**HOUSEHOLD HAZARDOUS WASTE COLLECTION EVENT
SUPPORT**

PROJECT No. 2025-3005-13

ENGINEER:

CLEAN EARTH OF ALABAMA, INC.



City of Mobile
Household Hazardous Waste Collection
Event Support
AGREEMENT

THIS AGREEMENT (this "Agreement") made and entered into this ___day of _____, 20__ (the "Effective Date"), by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City") and Clean Earth of Alabama, Inc., (hereinafter "Contractor"), a for profit company organized under the laws of the State of Pennsylvania, on behalf of itself and its affiliates.

WHEREAS, the City desires to conduct Household Hazardous Waste Collection Events ("Event") and to hire a Contractor to assist in the operation of such events, and

WHEREAS, the City has determined that Contractor is especially qualified to provide these services, and

WHEREAS Contractor has agreed to provide such services.

WITNESSETH, that this Contractor and the City, for the considerations stated herein, agree as follows:

ARTICLE 1. Scope of the Work; Term. The description, location, frequency, lump sum cost or unit price are as set out in **Exhibit A**, Scope of Work, which is attached to this Agreement and incorporated by reference herein. The term of this Agreement shall begin on the Effective Date and shall continue for one year, for one Event, with the option upon agreement of the parties to include additional Events during the first year, and to renew the agreement for two additional one-year periods with one or more Events during the additional one-year periods.

ARTICLE 2. Insurance: For the term of this Agreement, Contractor shall acquire and maintain, in full force and effect, insurance as required in **Exhibit A**, or as otherwise negotiated based on the nature of Contractor's work. Evidence of such insurance shall be included as **Exhibit B** to this contract.

ARTICLE 3. Breach of Contract: In the event of any breach or apparent breach by Vendor of any of its obligations under the terms of this Agreement, if Contractor fails to cure such breach within thirty (30) days of written notice from the City of such breach, the City has the right to terminate the Agreement and pay only for Services successfully performed. . In the event of any breach by the City of any of its obligations under the terms of this Agreement, if the City fails to cure such breach within thirty (30) days of written notice from Contractor, the Contractor has the right to terminate the Agreement.

ARTICLE 4. Indemnification: Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees (collectively, the “City Indemnitees”), whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and reasonable attorneys’ fees) (collectively, “Claims”) arising in any way out of the Contractor’s gross negligence or willful misconduct in the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable, except to the extent that such Claims arise out of the City Indemnitees’ negligence or willful misconduct. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City’s behalf in any action or proceeding arising under this Agreement.

ARTICLE 5. Entire Agreement: This Agreement, including the Exhibits hereto, is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

ARTICLE 6. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama. Both parties agree to waive any right to have a jury participate in the resolution of the dispute or claim, whether sounding in contract, tort or otherwise, between any of the parties or any of their respective affiliates arising out of, connected with, related to or incidental to this Agreement to the fullest extent permitted by law.

ARTICLE 7. Licenses, permits, etc.: Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. At a minimum, Contractor will maintain a City of Mobile Business License and a certificate of qualification to transact business in Alabama, in addition to requirements of **Exhibit A**.

ARTICLE 8. No Agency Relationship Created: Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time-to-time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

ARTICLE 9. Nondiscrimination: 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..

ARTICLE 10. Termination of Contract: Either party may terminate the Agreement if the other party defaults in the material performance of any of its obligations under this Agreement and does not cure such default within thirty (30) days' written notice from the other party. The City shall not be liable for payment to the Contractor for lost profit or damages, as the result of its termination of this Agreement. The Contractor agrees and understands that the funding of this contract is solely provided from the General Fund of the City of Mobile. If, at any time during the City's fiscal year, actual revenues of the City decrease below that amount which has been projected by the City to sustain the operating budget of the City, this contract may be declared null and void and no liability shall accrue to any party hereto. Notwithstanding any of the other provisions contained in this contract, the City of Mobile shall maintain the right to terminate this contract upon proper notice, which shall be in writing and shall be provided to the Contractor at least thirty (30) days prior to the intended date of cancellation.

ARTICLE 11. Assertion of Rights: Failure by either party to assert a right or remedy shall not be construed as a waiver of that right or remedy.

ARTICLE 12. Notices. Notice for the City shall be mailed to:

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

Notices to Contractor shall be mailed to:

Clean Earth of Alabama, Inc.
933 First Avenue, Suite 200
King of Prussia, PA 19406

ARTICLE 13. Compliance with Alabama Immigration Law

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

ARTICLE 14. Boycotts

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

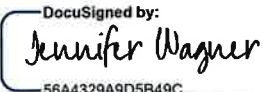
ARTICLE 15. Limitation of Liability

IN NO EVENT SHALL CONTRACTOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED \$5,000,000.

ARTICLE 16. Signatures:

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Contractor by such duly authorized officers or individuals as may be required by law.

CONTRACTOR, Clean Earth of Alabama, Inc.

DocuSigned by:

56A4329A9D5B49C, Its Sales Manager (title)
On behalf of Contractor

12/20/24 | 5:16 PM EST
____ Date

CITY

Its Mayor

____ Date

ATTEST:

City Clerk

____ Date

- EXHIBIT A:** Scope of Work
- EXHIBIT B:** Evidence of Insurance

SCOPE OF WORK

HOUSEHOLD HAZARDOUS WASTE COLLECTION EVENT SUPPORT

1.0 Introduction

Contractor is to assist the City in the collection, transportation, and disposal of household hazardous waste during a community Household Hazardous Waste Collection Event to be scheduled during the spring 2025, with the option to support additional collection events during the first year, and to renew the agreement for two additional one-year periods with one or more events during the one-year periods.

2.0 Specifications-General

- A. The City will host and provide overall management of the event, to include site selection, advertisement, setting eligibility criteria, and traffic management. Contractor's role will be the reception, handling, identification, packaging, transport, and disposal of specified waste items. City and Contractor will collaborate on designing the most efficient site laydown for execution of each event.
- B. The initial agreement would be for one year, for one event, with the option to include additional events during the first year, with the further option to renew the agreement for up to two additional one-year periods, upon mutual agreement between the City and selected Contractor. Each renewal shall be renewed under the same terms of the initial agreement.
- C. Specific date(s), time(s), and location will be mutually agreed upon by the City and contractor. The expectation is that the first event will be during the spring of 2025.
- D. Contractor will provide sufficiently trained and equipped staff to safely and efficiently handle the City-defined quantity expectations with minimal wait for drop-off customers.
- E. The contractor will provide proper PPE (Personal Protective Equipment) for all staff needed to safely perform the duties mentioned.
- F. The contractor shall accept, package, transport and dispose of the following materials:

Drain Cleaner	Bleach	Muriatic Acid
Pesticides	Sealant	Cesspool Cleaners
Herbicides	Radiator Flushes	Arts & Crafts Supplies
Fertilizers	Solvents	Wood Preservatives
Metal Polish	Ammonia	Brake Fluid

Photo Chemicals	Pool Chemicals	Transmission Fluid
Dry Cleaning Fluids	Creosote	Antifreeze
Rust Preventatives	Moth Balls	Batteries
Rodent Killer	Oil Based Paint	Used Oil
Wood Strippers	Latex Based Paint	
Paint Thinner	Oven Cleaners	

- G. If Contractor or the City deems Sign-up Genius or other approved pre-registration system is needed, the Contractor shall set up the Sign-up Genius or pre-registration system and pay for any and all costs associated with the system. The cost is a reimbursable expense under the contract. The City shall provide graphic art/images to populate the pre-registration system.
- H. Neither the City nor Contractor will accept the following materials at the event. Contractor will be expected to identify such materials and return them to the customer with directions for disposal or consult with the City if return to the customer is deemed inappropriate.

Unknown Materials	Substances Regulated By the Drug Enforcement Agency	Radioactive Waste
Unstable Waste	Unknown Gas Cylinders	Bio-Hazardous Waste

- I. Contractor should be prepared, staffed, and equipped to receive, accept, package, transport, and dispose of the listed types of materials. City and Contractor will agree upon quantity estimates and performance expectations before each event. In the event unaccepted materials are received at the event, Contractor will provide the City with a cost estimate for disposal of the material. Contractor must handle disposal, City will not be responsible for unaccepted materials.

No.	Material	UN #
1	Paint related material	1263
2	Paint related material	1263
3	Non-Regulated Collected Latex Paint	N/A
4	Aerosols, Flammable	1950
5	Flammable liquids, n.o.s.	1993
6	Organic peroxide type D, liquid	3105
7	Flammable solids, organic, n.o.s.	1325
8	Organic peroxide type E, solid	3108
9	Non-Regulated Household Collected Antifreeze	N/A
10	Pesticides, liquid, toxic, n.o.s.	2902
11	Pesticides, solid, toxic, n.o.s.	2588
12	Corrosive liquid, acidic, inorganic, n.o.s.	3264

13	Corrosive solid, acidic, inorganic, n.o.s.	3260
14	Corrosive liquid, basic, inorganic, n.o.s.	3266
15	Corrosive solid, basic, inorganic, n.o.s.	3262
16	Oxidizing solid, n.o.s.	1479
17	Oxidizing liquid, n.o.s.	3139
18	Batteries- Alkaline	N/A
19	Batteries, dry, containing potassium hydroxide solid	3028
20	Lithium battery	3090
21	Batteries-Nickel Metal Hydride	N/A
22	Propane (1-pound bottle)	1978
23	Propane (20-pound bottle)	1978
24	Fire extinguishers containing compressed or liquefied gas	1044
25	Chlorodifluoromethane or Refrigerant gas R22	1018
26	Mercury contained in manufactured articles	3506
27	Universal Household Collected Compact Fluorescent Bulbs (CFL's)	N/A
28	Universal Household Collected Fluorescent Light tubes 4 ft	N/A
29	Universal Household Collected Fluorescent Light tubes 8 ft	N/A
30	High Pressure Sodium Light Bulbs	N/A
31	Non-TSCA Ballasts	N/A
32	Used Oil	N/A

- J. It is possible that the Contractor may be called upon to provide Additional Services outside the Scope of Work. The services would be requested in writing by the City and hourly rates and an estimate of hours to complete the task(s) would be requested from the Contractor.
- K. Insurance requirements: Contractor will be asked to deposit with the City at the time of execution of the contract certificates of insurance, issued by a company licensed and qualified to do business in the State of Alabama, evidencing to the satisfaction of the City that certain coverages and amounts, equivalent to the coverages and amounts listed below, have been obtained by the selected Contractor. Each policy shall contain an endorsement waiving rights of subrogation against the City of Mobile and must also name the City as an additional insured.

- a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama pursuant to Additional Insured Endorsement #1.
 - i. Employer's Liability with limits of not less than:
 - ii. Bodily Injury by Accident \$1,000,000 each accident
 - iii. Bodily Injury by Disease \$1,000,000 policy limit
 - iv. Bodily Injury by Disease \$1,000,000 each employee
 - v. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.
- b. Comprehensive General Liability Insurance:
 - i. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.
 - ii. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.
 - iii. General Aggregate Limit shall apply on a "Per Project" basis.
- c. Automobile Liability Insurance:
 - i. Automobile Liability Insurance to cover all owned, non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.
- d. Excess/Umbrella Liability Insurance
 - i. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
 - ii. Limit of Liability: \$2,000,000 combined single limit of liability each "occurrence" for bodily injury and/or property damage.
- e. Professional Liability Insurance
 - i. "Per Project" limit - \$1,000,000
- f. Environmental Impairment Liability
 - i. Limit of Liability: \$10,000,000 each claim/aggregate
- g. Contractor's Pollution Liability
 - i. Limit of Liability: \$10,000,000 each claim/aggregate
- h. Certificates of Insurance - Prior to commencement of the Work, Contractor shall deliver to the City of Mobile certificates of insurance certifying the existence and limits of the insurance coverages, noting applicable endorsements, described above and shall deliver same and renewals thereof to the City of Mobile. The certificates shall provide that such insurance shall not be subject to cancellation, non-renewal nor

material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

2.1 Specifications- City Responsibilities

- A. The City will determine the date, location, eligibility, rules, and hours for the event, in consultation with Contractor, at least one month prior to each event. City will be responsible to provide pre-event publicity.
- B. City will review and approve Contractor's event mobilization staffing plan not later than 48 hours before event. City will commit to pay for Contractor's pre-approved On-Site Labor and Support charges.
- C. The City will provide the event facility, to include necessary access, restrooms, parking, signage, traffic control, security, and emergency response. City will provide shade structures, but not climate control. City will be responsible for the overall design and laydown of the site, in consultation with Contractor. City will oversee the setup and take-down for the event.
- D. City will determine the waste streams to be collected.
- E. The City will advertise and provide public and media engagement, direction, and publicity.
- F. City will provide sufficient employees to perform event set up of City responsibilities, coordination, and oversight, except for those items Contractor will use to collect, sort, package, and transport.
- G. The City will provide protective equipment for all City employees.
- H. City will decide whether weather or other contingency requires cancellation or rescheduling of any scheduled event not later than 72 hours before event without fee. City may cancel an event less than 72 hours before an event but will be responsible to pay the on-site labor Base rate in paragraph 4.0 B below. City is not responsible for any other Contractor loss of revenue or expenses due to cancellation or rescheduling.
- I. City will review and pay Contractor's properly presented invoice per event within 30 days of presentation of the invoice and completion of the event, upon the receipt of the final manifest for the event whichever event is later.

2.2 Specifications- Contractor Responsibilities

- A. The Contractor will assist the City with planning and logistics of the Household Hazardous Waste Event(s).

- B. Contractor will provide the City with the pre-event estimate survey, review the pre-event estimate survey and return to the City with a staffing plan not later than 96 hours prior to event. At this point, the City may cancel the event or ask Contractor for manning above or below the Base event staffing identified in 4.0B. Contractor will implement City's approved staffing plan.
- C. The Contractor will provide all equipment, supplies, and containers necessary to collect, transport, document and dispose of hazardous waste collected during the event(s) for which they are responsible.
- D. The Contractor will collect, remove, and properly dispose of all incidental non-hazardous waste collected during the event. The amount of roll-off containers for non-hazardous waste disposal will be agreed upon with the City not later than 72 hours prior to the event.
- E. The Contractor will provide properly trained and qualified personnel, outfitted in proper protective equipment. Contractor personnel will engage with citizens, City staff, and volunteers in a courteous and professional manner at all times.
- F. The Contractor will provide trained personnel to properly collect, sort, document, and dispose of household hazardous waste while maintaining compliance with local, state and federal regulations.
- G. The Contractor will provide transportation, treatment, and disposal of collected wastes in compliance with all State and Federal regulations.
- H. The Contractor shall remain on-site until all materials collected during the event are properly labeled and packaged for safe transport. All documents/manifests must be completed before the contractor shall leave the premises.
- I. The Contractor shall take full responsibility of the wastes Contractor collects at the event and indemnify the City of Mobile against any damages incurred from improper management during transportation or disposal. The contractor shall be properly bonded, licensed and insured.
- J. The Contractor will provide the City documentation regarding the disposal method used for each substance and all licenses, permits, and other applicable materials to transport to a Treatment, Storage, and Disposal Facility or other disposal method. Contractor must provide details of each transfer/storage/recycling/disposal sites including EPA ID number, if applicable.
- K. Contractor must provide the City of Mobile with a Certificate of Destruction

for all wastes collected at the event(s) within ninety (90) days of the event(s).

- L. The Contractor must provide and observe a site-safety and contingency plan specific to the City and provide training to all personnel on the day of the event.
- M. The Contractor will invoice all unit-rate fees allowed in paragraph 4.0 with itemized detail of item and quantity. Contractor will not bill "additional services" or fees unless specifically approved in writing by the City in advanced.
- N. The Contractor will be responsible for utilities, including but not limited to water and power.

3.0 Contractor Qualification Requirements

- A. Contractor must be capable of and experienced in collecting, handling, transporting and disposing of household hazardous waste items.
- B. Staff Project Manager is required to have a minimum of five (5) years of experience in conducting household hazardous waste collection events. Other employees/staff are required to have a minimum of 24 to 40 hours training.
- C. Contractor must maintain and be fully licensed, certified, and permitted to include but not limited to the following:
 - a. State Hazardous Transporter's License (ADEM)
 - b. Federal Hazardous Waste Transporter's Permit (U.S. EPA)
 - c. Authorization from the Interstate Commerce Commission and appropriate State Agency to operate as a common carrier
 - d. Evidence of satisfactory Federal Motor Carrier Safety Rating (USDOT)
 - e. Federal Hazardous Materials Certificate of Registration
 - f. City of Mobile Business License

4.0 Payment and Fee Schedule

A. Planning Assistance (Per Event) Lump Sum \$1,000.00

B. On-Site Labor and Support Per Event (Base per event – actual number of persons and hours to be agreed upon per event:

Labor Type	No. of People/Units	No. of Hours P/P	Hourly Rate P/P	Extended Cost
Manager	1	6	\$64.00	\$384.00
Chemist	2	6	\$59.00	\$708.00
Technician	12	6	\$45.00	\$3240.00
Equipment Operator	1	6	\$59.00	\$354.00
Forklift	1 Forklift	Day Rate-2	\$530.00	\$1060.00
			Total Labor	\$5746.00

C. Set-Up Cost (Per Event) Lump Sum \$1,400.00

D. Take-Down (Per Event) Lump Sum \$8,950.00
(includes staff mobilization and per diem)

E. Supplies (Per Event) Lump Sum \$2,000.00
Solid Waste Containers x 2 @ \$1,000.00

F. Hazardous Waste Disposal (Per Event) At unit prices indicated in table below.

G. Additional Notes Regarding Fees.

- Planning Assistance, Per Event, will be paid to the Contractor once the site safety and contingency plan is received and approved by the City, upon approval of the invoice. Payment Not to Exceed \$1,000.
- On-Site Labor and Support, Per Event, will be based on a time and materials basis, following the event, upon approval of the invoice.
- Set-Up Cost, Per Event, will be paid on a Lump Sum basis, following the event, upon approval of the invoice.
- Take-Down, Per Event, will be paid on a Lump Sum basis, following the event, upon approval of the invoice.

- e. Total hazardous waste disposal cost will be calculated using the attached one-page document, "City of Mobile Pricing Cost Proposal/Disposal Method," provided by the Contractor.
 - i. Total hazardous waste disposal cost will be generated by the actual disposal amounts per event, using the unit costs in paragraph H, "Item-Based Hazardous Waste Disposal Pricing," provided by the Contractor. These costs are subject to renegotiation annually upon contract renewal.
 - ii. The Total disposal cost will be paid once the event manifest and Certificate of Destruction of all materials collected at the event is received, upon the approval of the invoice.
- f. The number of non-hazardous waste disposal roll-offs, per event, will be agreed upon after the review of the Contractor pre-registration survey.
- g. Additional Services, Per Event.
 - i. It is possible that the Contractor may be called upon to provide Additional Services outside the Scope of Work.
 - ii. Additional Services would be requested in writing by the City.
 - iii. An estimate of hours to complete the task(s) would be requested from the Contractor for approval by the City, prior to the work being performed.
 - iv. On-Site Labor and Support hourly rates listed in Payment and Fee Schedule would be used, if additional personnel are required, per event, if needed.
 - v. The disposal of unaccepted waste shall be included in Additional Services, Per Event, if needed.
 - vi. The cost associated with any non-hourly rate Additional Services will be requested in writing, and a cost shall be provided to the City before the work is performed.
- h. Payment, per collection event, shall be based on the fee schedule outlined in this Section 4.0 and in Paragraph H, Item-Based Hazardous Waste Disposal Pricing. The contract amount is Not to Exceed One Hundred Sixty Thousand Dollars and No Cents (\$160,000.00).

H. Item -Based Hazardous Waste Disposal Pricing

City of Mobile, AL

Unit Pricing

Waste Category	Handling/ Packaging**	Cost Per Pound	Other	Units	RFP Qty	Total	Process Codes
Aerosols	IN – loose pack	\$1.45	\$65.00	Minimum	5400	\$7,830.00	AF08
Antifreeze	FB – bulk	\$0.55	-----	Lb	900	\$495.00	REC08
Alkaline Batteries	RC – loose pack	\$1.00	-----	Lb	900	\$900.00	REC24
Corrosives (Acids or Bases)	Treat – loose pack	\$1.25	-----	Lb	6300	\$7,875.00	WAT18-A
Fire Extinguishers	RC – loose pack	-----	\$15.00	Each	100	\$1,500.00	REC60
Flammables Solids-Adhesives, Tar	FB – loose pack	\$1.45	-----	Lb	180	\$261.00	AF08-1
Flammable Solvents	FB – bulk	\$0.32	-----	Lb	3600	\$1,152.00	AF01
Fluorescent Bulbs	RC – loose pack	\$0.95	-----	Lb	596	\$566.20	REC08
Fluorescent(Compact)	RC – loose pack	\$1.45	-----	Lb	1990	\$2,885.50	REC42
HID Bulbs	RC – loose pack	\$1.45	-----	Lb	6	\$8.70	REC42
Helium	RC – loose pack	-----	\$30.00	Each	0	\$0.00	REC65
Latex Paint	RC – loose pack	\$0.78	-----	Lb	0	\$0.00	REC49
Latex Paint	RC – loose pack	\$0.55	\$6,600.00	Roll Off	1	\$6,600.00	RECB49
Lithium Batteries	RC – loose pack	\$4.50	\$65.00	Minimum	45	\$202.50	REC09
Mercury	RC – lab pack	\$12.00	\$275.00	Minimum	1	\$275.00	REC14
Motor Oil	FB – bulk	\$0.32	-----	Lb	4000	\$1,280.00	AF05
Ni-Cad Batteries	RC – loose pack	\$1.00	\$65.00	Minimum	200	\$200.00	REC11
Non-haz solids	LF – bulk	\$0.45	-----		0	\$0.00	LF01
Oil Base Paint	FB – loose pack	\$0.80	-----	Lb	3500	\$2,800.00	AF06
Oil Base Paint	FB – loose pack	\$0.65	\$7,800.00	Roll Off	5	\$39,000.00	AFB06
Oxidizers	IN – loose pack	\$4.95	-----	Lb	800	\$3,960.00	STAB06-6
PCB Waste	IN – loose pack	\$3.75	\$250.00	Lb	25	\$93.75	PCB01
Pharmaceuticals	IN – loose pack	\$1.29	-----		0	\$0.00	INC29
Pesticide Liquid or Solid	IN – loose pack	\$1.45	-----	Lb	11160	\$16,182.00	INC14-F
Propane (Small)	RC – loose pack	-----	\$12.00	Each	870	\$10,440.00	REC81-1
Propane (BBQ)	RC – loose pack	-----	\$24.00	Each	45	\$1,080.00	REC61
Reactives (Org. Per., Amines, Isocyanates, Water Reactives)	IN – lab pack	\$5.75	\$165.00	Minimum	2	\$330.00	INC15-E2
Refrigerant	RC – loose pack	-----	\$70.00	Each	1	\$70.00	REC38
Various Labpacks	IN – lab pack	\$4.95	\$115.00	Minimum	0	\$0.00	INC14-A
Electronics	RC – palletize	\$1.15	-----	Lb	0	\$0.00	REC55
Container Minimum	-----	-----	\$65.00	Each	0	\$0.00	

\$105,986.65

EXHIBIT B: INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/30/2024

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 Marsh USA LLC 30 South 17th Street Philadelphia, PA 19103	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
CN103174067-Clean-GAWUP-24-	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Clean Earth, LLC 933 First Avenue Ste. 200 King of Prussia, PA 19406	INSURER A : National Union Fire Insurance Co.	19445
	INSURER B : AIU Insurance Co	19399
	INSURER C : Zurich American Insurance Company	16535
	INSURER D : Lexington Insurance Company	19437
	INSURER E :	
	INSURER F :	

COVERAGES**CERTIFICATE NUMBER:**

CLE-007054726-07

REVISION NUMBER: 1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PROJECT ☐ LOC ☐ OTHER:	X	X	6547157	06/30/2024	06/30/2025	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 100,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
A	AUTOMOBILE LIABILITY	X	X	7030964 (AOS) 7030965 (VA)	06/30/2024 06/30/2024	06/30/2025 06/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						
C	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$			AUC7364403-06	06/30/2024	06/30/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	WC020396160 (AOS) SIR:\$ 750K	06/30/2024	06/30/2025	☒ PER STATUTE ☐ OTH-ER
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			WC020396161 (CA)	06/30/2024	06/30/2025	E.L. EACH ACCIDENT \$ 3,000,000
A	If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	XWC3332324 (OH, PA, WA)	06/30/2024	06/30/2025	E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
D	Excess Liability			62785768	06/30/2024	06/30/2025	Limit 15,000,000 Excess of 10,000,000

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

RE: Household hazardous waste Collection event twice annually First event is scheduled for August 21 Annual Value of Contract: \$ 220,000

Certificate Holder is included as additional insureds under General Liability per Endorsement Form #1, Automobile Liability as required by written contract, subject to policy terms and conditions. Waiver of Subrogation is applicable with respects to General Liability, Auto Liability, Workers Compensation where required by contract and permitted by law, Contractors Pollution Liability and Professional Liability.

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile
205 Government Street, Government Plaza, 2nd Floor,
South Tower
Mobile, AL 36602

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

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

© 1988-2016 ACORD CORPORATION. All rights reserved.



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA LLC		NAMED INSURED Clean Earth, LLC 933 First Avenue Ste. 200 King of Prussia, PA 19406
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Contractors Professional and Pollution Liability

Carrier: Allied World Assurance Company US Inc., NAIC#: 19489
 Policy: 0312-3010
 Effective Date: 06/30/2024
 Expiration Date: 06/30/2025
 Per Incident \$10,000,000
 Aggregate \$10,000,000
 SIR: \$250,000

Pollution Legal Liability

Carrier: Allied World Assurance Company US Inc., NAIC#: 19489
 Policy: 0312-3009
 Effective Date: 06/30/2024
 Expiration Date: 06/30/2025
 Per Incident \$10,000,000
 Aggregate \$10,000,000
 SIR: \$250,000

Excess Contractors Professional & Pollution Liability

Carrier: Nautilus Insurance Company
 Policy #: FFX2044037-10
 Effective Date: 06/30/2024
 Expiration Date: 06/30/2025
 Limit: \$15m xs of \$10m

Additional Named Insured

Clean Earth LLC
Assessment & Remedial Design Technologies of DE, LLC
Accelerated Remediation Kinetics, LLC
Advanced Remediation & Disposal Technologies of DE, LLC
Clean Earth of Carteret, LLC dba Clean Earth of Connecticut dba
Phoenix Soil - A Clean Earth Company
United Retek of Connecticut
Clean Earth of Maryland, LLC
Clean Earth of New Castle, LLC
Clean Earth of New Jersey, Inc.
Clean Earth of Philadelphia, Ltd.
Clean Rock Properties, Ltd.
Real Property Acquisition, LLC
Clean Earth Dredging Technologies, LLC
Clean Earth of Southeast Pennsylvania, LLC
Clean Earth of West Virginia, Inc.
Clean Earth of Williamsport, LLC
Clean Earth of Georgia, LLC
Clean Earth of Southern Florida, LLC
Clean Earth Environmental Services, Inc.
Clean Earth of Greater Washington, LLC Clean Earth Aggregates
Gardner Road Oil, LLC DBA Clean Earth of Brandywine
AERC Acquisition Corporation dba AERC Recycling Solutions, A Clean
Earth Company dba DART, A Clean Earth Company
AES Asset Acquisition Corporation dba American Transportation
Solutions, LLC
AES Asset Acquisition Corp. d.b.a. Clean Earth of Calvert City
Clean Earth of Alabama, Inc.
MKC Acquisition Corporation dba MKC Enterprises, A Clean Earth
Company
Environmental Soil Management, Inc.
Environmental Soil Management of New York, LLC dba ESMI, A Clean
Earth Company

Clean Earth of Michigan, LLC dba DART, Inc., A Clean Earth Company
Carteret Asphalt Corporation



City of Mobile Ordinance

Sec. 14-2. - Participation by socially and economically disadvantaged contractors.

- (a) All contracts or agreements entered into by the city or any entity thereof for any service of any kind, whether by bid or otherwise, including but not limited to professional services and bond issues, shall make every reasonable effort to require that the contractor, firm or company to which any such contract is awarded must have at least fifteen (15) percent participation by socially and economically disadvantaged individuals, or the city shall make every reasonable effort to ensure that at least fifteen (15) percent of the total value of all such contracts or agreements described above shall be awarded to qualified contractors or professionals who are socially and economically disadvantaged.
- (b) The city will hire a consultant to provide technical assistance and recommend regulations to the city to ensure every reasonable effort is made to implement this section.

(Ord. No. 65-020, §§ 1, 2, 11-6-85)

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

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR: Clean Earth of Alabama, Inc		Certified DBE:	YES	NO XX	Contract Start Date:
DESCRIPTION: Household Hazardous Waste Collection		Estimated Completion Date:			
This report is for the month of:		JAN	APR	JULY	OCT
(CHECK ONE):		FEB	MAY	AUG	NOV
		MARCH	JUNE	SEPT X	DEC
		FINAL _____			

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)	
\$ 125,082.65	\$ 0.00	\$	\$		
Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.					
DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
Redline Emergency Sol	Temporary labor	\$ 15,000	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
TOTALS		\$	\$	\$	

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

PRINT NAME: Kelby Neal

SIGNATURE: Kelby Neal

HHW Business Dev. 1 / 6 / 2025
(Title) (Date)



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: kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

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

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised "good faith efforts" to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in "good faith" to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don't have that level of DBE subcontractor / supplier usage (as documented on **Form 1**), you are required to complete the "good faith effort" documentation on **Form 2**. When so required, failure to adequately address the good faith effort factors on Form 2 will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About **"DBEs"**: The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About **"Good Faith" Effort**: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The "good faith effort" factors on **Form 2** are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.



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, 4th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Clean Earth of Alabama, Inc
Address	402 Webster Chapel Road Glencoe, AL 35905
Telephone	318-396-5584
E-Mail	kneal@harsco.com

RFP/RFQ Solicitation Number	
Project Description	Household Hazardous Waste Collection Event
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male _____ Female _____ Minority _____ Non-minority _____ Vets _____
Total # of Employees	_____

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Kelby Neal Date: 1/06/2025

Signature: *Kelby Neal*

Title: HHW Business Development 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: Kelby Neal Title: HHW Business Development Manager

E-mail: kneal@cleaneearthinc.com Phone: 318-557-7739



Subcontracting and Major Supplier Plan

This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

Name of Bidder/Proposer: Clean Earth of Alabama, Inc.

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

[illegible]



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

Form 2: Good Faith Effort Documentation

Name of Bidder: Clean Earth of Alabama, Inc

Contact Person: Kelby Neal

Phone 318-557-7739

Email kneal@cleaneearthinc.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 ALDOT DBE's
	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	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 on the <i>City of Mobile</i> Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
	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.



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, 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.

Please indicate if any of the following applied:

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

_____ ☒ 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. _____ Contacted those on the list for temporary labor and none responded back.

Suggestions or comments to improve this program. _____



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: January 28, 2025

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Authorize contract between the City of Mobile and CSX Transportation in the amount of \$47,500.00 for the surface and signals at Shipyard Road Grant Project

Amount of Contract:

\$47,500.00

Funding Source

G-GMHMC

ATTACHMENTS:

1. AL2198_Mobile AL Shipyard Rd PE Agr 20250106 (1)
2. RESOLUTION-GOMESA Shipyard Road Contract with CXS

REVIEWERS:

Kelsi Tippery
Randy Threadgill
Laura Angle
Chris Kern
James Barber

PRELIMINARY ENGINEERING AGREEMENT

This Preliminary Engineering Agreement (this “**Agreement**”) is made as of _____, 20____, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida (“CSXT”), and CITY OF MOBILE, ALABAMA, a body corporate and political subdivision of the State of Alabama (“Agency”).

EXPLANATORY STATEMENT

1. Agency wishes to facilitate the development of the proposed crossing surface replacement and installation of active crossing warning devices to accommodate proposed roadway improvements on Shipyard Road impacting crossing with Department of Transportation Crossing Inventory Number 351455Y, CSX Contract Number CSX1030824, Railroad Milepost Number 000 675.42, within the Gulf Zone, NO&M Subdivision, in Mobile, Mobile County, Alabama (the “**Project**”).
2. Agency has requested that CSXT proceed with certain necessary engineering and/or design services for the Project to facilitate the parties’ consideration of the Project.
3. Subject to the approval of CSXT, which approval may be withheld for any reason directly or indirectly related to safety or CSXT operations, property, or facilities, the Project is to be constructed, if at all, at no cost to CSXT, under a separate construction agreement to be executed by the parties at a future date.

NOW, THEREFORE, for and in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties and incorporate by reference, the parties agree as follows:

1. Scope of Work

- 1.1. Generally. The work to be done by CSXT under this Agreement shall consist of: (i) the preparation or review and approval of preliminary and final engineering and design plans, specifications, drawings, agreements and other documents pertaining to the Project, (ii) the preparation of cost estimates for CSXT’s work in connection with the Project, and (iii) the review of construction cost estimates, site surveys, plats, legal descriptions, assessments, studies, easements, agreements and related construction documents submitted to CSXT by Agency for the Project (collectively, the “**Engineering Work**”). Engineering Work may also include office reviews, field reviews, attending hearings and meetings, and preparing correspondence, reports, and other documentation in connection with the Project. Nothing contained in this Agreement shall oblige CSXT to perform work which, in CSXT’s opinion, is not relevant to CSXT’s participation in the Project.
- 1.2. Effect of CSXT Approval or Preparation of Documents. By its review, approval or preparation of plans, specifications, drawings or other documents pursuant to this Agreement (collectively, the “**Plans**”), CSXT signifies only that the Plans and the Project proposed to be constructed in accordance with the Plans satisfy CSXT’s requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of such Plans or the Project constructed in accordance with the Plans.

2. Project Construction. Nothing contained in this Agreement shall be deemed to constitute CSXT's approval of or consent to the construction of the Project, which approval or consent may be withheld for any reason directly or indirectly related to safety or CSXT operations, property, or facilities. The Project if constructed is to be constructed, if at all, under a separate construction agreement to be executed by the parties at a future date. Furthermore, the PUBLIC AGENCY acknowledges and understands that any estimated cost to construct the Project shall only be good for a limited period of time and that any delays to move to construction, if CSXT agrees to such construction, shall result in increased costs.
3. Reimbursement of CSXT Expenses.
 - 3.1. Reimbursable Expenses. Agency shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Engineering Work, including, without limitation: (i) all out of pocket expenses, (ii) travel and lodging expenses, (iii) telephone, facsimile, and mailing expenses, (iv) costs for equipment, tools, materials and supplies, (v) sums paid to consultants and subcontractors, and (vi) labor, together with labor overhead percentages established by CSXT pursuant to applicable law (collectively, the “**Reimbursable Expenses**”).
 - 3.2. Estimate. CSXT has estimated the total Reimbursable Expenses for the Project to be approximately **fifty thousand dollars and zero cents (\$50,000.00)** (the “**Estimate**” as amended or revised). Advanced deposit of two thousand five hundred dollars and zero cents (\$2,500.00) to initiate the project has been received, and applied to project. Balance due is forty-seven thousand five hundred dollars and zero cents (\$47,500.00). In the event CSXT anticipates that actual Reimbursable Expenses may exceed such Estimate, it shall provide Agency with the revised Estimate of total Reimbursable Expenses for Agency's approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses as reflected in the revised Estimate. CSXT may elect, by delivery of notice to Agency, to immediately cease all further Engineering Work, unless and until Agency provides such approval and confirmation.
 - 3.3. Payment Terms.
 - 3.3.1. Advance Payment in Full. Upon execution and delivery of this Agreement by Agency, Agency will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. Agency shall submit advance deposit payment to CSXT for Reimbursable Expenses in the amount set forth in Section 3.2 Estimate, with a copy of the **CSXT Schedule PA** form attached to this agreement, to the address on the CSXT Schedule PA form. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within thirty (30) days following delivery of such invoice to Agency.
 - 3.3.2. Following completion of all Engineering Work, CSXT shall reconcile the total Reimbursable Expenses incurred by CSXT against the total payments received from Agency and shall submit to Agency a final invoice if required. Agency shall pay to CSXT the amount by which actual Reimbursable Expenses exceed total payments, as shown by the final invoice, within thirty (30) days following delivery to Agency of

the final invoice. CSXT will provide a refund of any unused deposits if the deposit exceeds the incurred Reimbursable Expenses for the Project.

- 3.3.3. In the event that Agency fails to pay CSXT any sums due CSXT under this Agreement: (i) Agency shall pay CSXT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) CSXT may elect, by delivery of notice to Agency: (A) to immediately cease all further work on the Project, unless and until Agency pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.
- 3.4. Effect of Termination. Agency's obligation to pay CSXT Reimbursable Expenses in accordance with this Section shall survive termination of this Agreement for any reason.
4. Appropriations. Agency represents to CSXT that: (i) Agency has obtained appropriations sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the initial Estimate; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such additional appropriations.
5. Termination.
- 5.1. By Agency. Agency may terminate this Agreement, for any reason, by delivery of notice to CSXT. Such termination shall become effective upon the expiration of fifteen (15) calendar days following delivery of notice to CSXT or such later date designated by the notice.
- 5.2. By CSXT. CSXT may terminate this Agreement (i) as provided pursuant to Section 3.3.3., or (ii) upon Agency's breach of any of the terms of, or its obligations under, this Agreement and such breach continues without cure for a period of ninety (90) days after written notification from CSXT to Agency of such breach.
- 5.3. Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical to immediately stop the Engineering Work. Accordingly, both parties agree that, in such instance a party may continue to perform Engineering Work until it has reached a point where it may reasonably and/or safely suspend the Engineering Work. Agency shall reimburse CSXT pursuant to this Agreement for the Engineering Work performed, plus all costs reasonably incurred by CSXT to discontinue the Engineering Work and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Engineering Work. Termination of this Agreement or Engineering Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Engineering Work for any reason, CSXT's only remaining obligation to Agency shall be to refund to Agency payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 3.
6. Subcontracts. CSXT shall be permitted to engage outside consultants, counsel and subcontractors to perform all or any portion of the Engineering Work.

7. Notices. All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered (i) on the expiration of three (3) days following mailing by first class U.S. mail, (ii) on the next business day following mailing by a nationally recognized overnight carrier, or (iii) on the date of transmission, as evidenced by written confirmation of successful transmission, if by facsimile or other electronic transmission if sent on a business day (or if not sent on a business day, then on the next business day after the date sent), to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to CSXT: CSX Transportation, Inc.
500 Water Street, J301
Jacksonville, Florida 32202
Attention: Director Project Management – Public Projects

If to Agency: City of Mobile, Alabama
Post Office Box 1827
Mobile, Alabama 36633
Attention: Nicholas Amberger, PE – Director of Engineering and Infrastructure

8. Entire Agreement. This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.
9. Waiver. If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.
10. Assignment. CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption by CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall have no further obligations under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT's prior written consent, which consent may be withheld for any reason.
11. Applicable Law. This Agreement shall be governed by the laws of the **State of Florida**, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Duval County, Florida, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Duval County, Florida.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

BY SIGNING THIS AGREEMENT, I certify that there have been no changes made to the content of this Agreement since its approval by the CSXT Legal Department on **October 27, 2021**.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

CITY OF MOBILE, ALABAMA

By: _____
Print Name: _____
Title: _____

CSX TRANSPORTATION, INC.

By: _____
Scott Willis
Project Manager – CSXT Public Projects

FORCE ACCOUNT ESTIMATE

ACCT. CODE : 709 - AL2198		Form Revision 03/13/24
BUY AMERICA		
ESTIMATE SUBJECT TO REVISION AFTER: 1/6/2026		DOT NO.: 351455Y
CITY: Mobile	COUNTY: Mobile	STATE: AL
DESCRIPTION: Shipyard Road: Preliminary Engineering Services for crossing surface replacement and signal installation. CSX Contract Number CSX1030824.		
ZONE: Gulf	SUB-DIV: MO&M	MILE POST: 000 675.42
AGENCY PROJECT NUMBER: City of Mobile, Alabama G-GMHMC		
PRELIMINARY ENGINEERING: Advanced Deposit Received January 2025		\$ 2,500
212 Contracted & Administrative Engineering Services		\$ 47,500
Subtotal		\$ 47,500
CONSTRUCTION ENGINEERING/INSPECTION:		
212 Contracted & Administrative Engineering Services		\$ -
Subtotal		\$ -
FLAGGING SERVICE: (Contract Labor)		
70 Labor (Conductor-Flagman)		\$ -
50 Labor (Foreman/Inspector)		\$ -
70 Additive (Transportation Department)		\$ -
50 Additive (Engineering Department)		\$ -
Subtotal		\$ -
SIGNAL & COMMUNICATIONS WORK:		\$ -
TRACK WORK:		\$ -
PROJECT SUBTOTAL:		\$ 50,000
900 CONTINGENCIES:	0.00%	\$ -
PROJECT TOTAL:		\$ 50,000
CURRENT AUTHORIZED BUDGET:		\$ 2,500
TOTAL SUPPLEMENT REQUESTED:		\$ 47,500
DIVISION OF COST:		
Agency	<u>100.00%</u>	\$ 47,500
Railroad	<u>0.00%</u>	\$ -
NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.		
This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work.		
Office of Chief Engineer Public Projects--Jacksonville, Florida		
Estimated prepared by: Benesch	Approved by: KSW	CSXT Public Project Group
DATE: 01/06/25	REVISED:	DATE: 01/07/25

CSXT Schedule PA

PAYMENT SUBMISSION FORM

Project Description: Mobile, Mobile County, AL; New Surface and Signals at Shipyard Road;
351455Y (CSX1030824); Gulf Zone; NO&M Subdivision; 000 675.42

CSXT OP# AL2198 (To be filled in by CSXT)

Payment may be made via paper check or ACH/EFT payment as detailed below.
Payment due prior to work commencing.

*****Mail a Check*****

Mail this form (via USPS only),
along with your paper check (do not
send the Agreement) to the following
address:

**CSX Transportation, Inc.
P.O. Box 530192
Atlanta, GA 30353-0192**

OR

*****ACH/EFT Payment*****

Submit Payment to:

**CSXT Govt. Billing
P.O. Box 530192
Atlanta, GA 30353-0192**

**Acct # 1219082172
ACH ABA# 267084199**

When submitting payment VIA EITHER CHECK OR ACH/EFT, send a photocopy of the check
or associated ACH/EFT payment info, along with this form via email/mail to:

**Scott Willis
Project Manager II - Public Projects
500 Water Street
Jacksonville, Florida 32202
scott_willis@csx.com
monica_grantmack@csx.com**

(All information below to be completed by Agency providing Payment)

Sponsor Name

Payment Date

Check #

Amount

R E S O L U T I O N

Sponsored by: Mayor Stimpson

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

Name of company:	CSX Transportation, Inc.
COM project name:	G-GMHMC: Surface and Signals at Shipyard Road
Grant number:	G-CMHMCA/23/CM
Not to exceed cost:	\$47,500.00

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: January 28, 2025

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. OVG Resolution
2. OVG Management Agreement

REVIEWERS:

Lana Gauthier

Lana Gauthier

RESOLUTION

Sponsored by Mayor William S. Stimpson and Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the Mayor and City Clerk be, and they hereby are, authorized to executed for and on behalf of the City of Mobile, a management agreement with Global Spectrum, L.P., a Delaware limited partnership d/b/a OVG 360, to manage the New Mobile Arena. The term shall begin on the Effective Date as listed on the Management Agreement attached hereto and made a part hereof.

SAID DOCUMENT is by reference made a part of this resolution as fully as if set forth herein and copies will be on file in the office of the City Clerk and in the office of the Real Estate Department of the City of Mobile.

Adopted:

City Clerk

MANAGEMENT AGREEMENT – NEW ARENA

between

CITY OF MOBILE, ALABAMA

and

**GLOBAL SPECTRUM, L.P.
d/b/a OVG 360**

Dated: As of _____, 2025

MANAGEMENT AGREEMENT

This Management Agreement is made as of the ____ day of _____, 2025 (“**Effective Date**”), by and between the City of Mobile, Alabama (“**City**”), and Global Spectrum, LP, a Delaware limited partnership d/b/a OVG 360 (“**Manager**”). City and Manager are sometimes referred to herein as the “**Parties**”.

RECITALS

WHEREAS, City and Manager are parties to that certain Management Agreement dated March 26, 2024 (“**Convention Center and Saenger Theater Management Agreement**”), pursuant to which the City engaged Manager to manage and operate the Arthur R. Outlaw Convention Center and the Saenger Theatre, each of which is located in the City of Mobile, Alabama;

WHEREAS, City and Manager are parties to that certain Interim Management Agreement for Civic Center and Pre-Opening Consulting Agreement for New Arena dated April 2, 2024 (“**Interim Management and Consulting Agreement**”), pursuant to which the City engaged Manager to (i) manage and operate the Mobile Civic Center, Civic Center Theater, and Civic Center Expo Hall (collectively, the “**Wind-Down Venues**”), each of which is located on the same site in the City of Mobile, Alabama, on an interim basis until such time as the Wind-Down Venues are closed for demolition (the “**Closure Date**”), and (ii) commencing on the Closure Date, provide certain pre-opening services for the New Arena (as defined herein);

WHEREAS, the City is in the process of developing, financing and constructing a new arena (the “**Facility**”) to take the place of the Wind-Down Venues and the City desires to engage Manager to manage and operate the Facility upon its opening, and Manager desires to accept such engagement, pursuant to the terms and condition herein.

WHEREAS, the parties acknowledge that nothing in this Agreement is intended to, or shall, modify or amend the Convention Center and Saenger Theater Management Agreement or the Interim Management and Consulting Agreement, each of which shall remain in full force and effect, unmodified hereby.

NOW THEREFORE, for and in consideration of the foregoing, the mutual covenants and promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1 DEFINITIONS

Section 1.1. Definitions. For purposes of this Agreement, the following terms have the meanings referred to in this Section:

Affiliate: A person or company that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, a specified person or company.

Agreement: This Management Agreement, together with all schedules and exhibits attached hereto, each of which are incorporated herein as an integral part of this Agreement.

Booking Contract: shall mean user/rental agreements, booking commitments, licenses and all other contracts or agreements generating revenue for the use of the Facility and entered into in the ordinary course of operating the Facility. All Booking Contracts will be negotiated by and entered into by Manager as agent on behalf of the City, and Manager will be responsible for the administration of the Booking Contracts.

Buyout Amount: shall have the meaning given to such term in Section 13.4.

Capital Expenditures: All expenditures for building additions, alterations, repairs or improvements and for purchases of additional or replacement furniture, machinery, computers or equipment, where the, individually or collectively, cost of such expenditure is greater than \$5,000 and the depreciable life of the applicable item is, according to generally accepted accounting principles, in excess of one (1) year.

Catering: the provision of food and/or beverages at or from the Facility to multiple customers, where payment for the entire function rests with one (or a limited number of) individuals or companies, typically where payment for such items has been arranged for in advance of such function, such as sales in the suites, banquet rooms or conference rooms in the Facility; provided that Catering shall not include Food and Beverage Sub-Contractor Sales.

City: shall have the meaning given to such term in the Recitals to this Agreement.

Commercial Rights: Naming Rights, entitlement rights, pouring rights, branding rights, advertising, Sponsorships, and premium seating (including luxury suites, club seats, loge boxes and party suites, if any) with respect to and located at the Facility.

Concessions: the provision of food and/or beverages at or from the Facility not including Catering (such as, by way of example only, sales from permanent or portable concession stands or roving vendors to individual customers (including, without limitation, by means of “hawking”)); provided that Concessions shall not include Food and Beverage Sub-Contractor Sales.

Controlled Facility: shall have the meaning given to such term in Section 5.8 of this Agreement.

CPI: “Consumer Price Index” for the Southeast region (Consumer Price Index for All Urban Consumers, East South Central), as published by the United States Department of Labor, Bureau of Labor Statistics or other successor or similar index published by the United States Department of Labor Bureau of Labor Statistics if said Consumer Price Index is no longer published.

Early Termination Fee: shall have meaning given to such term in Section 4.2(c).

Effective Date: shall have the meaning given to such term in the opening paragraph of this Agreement.

Emergency Event: shall mean any emergency incident threatening or affecting the safety, welfare or security of the City or its inhabitants as determined by the Mayor of the City in his/her discretion. During Emergency Events, the City may take over management and control of the Facility in accordance with Section 5.8 hereof. The Emergency Event shall terminate once the Mayor of the City provides notice that any Emergency Event has ended, any evacuation orders have been lifted, and/or that it is safe for staff to return to their normal workplace, or that it is safe for the public to return to the community and their homes, as applicable, provided that if use by the City for the Emergency Event has resulted in damage to the Facility that, in Manager's reasonable discretion, makes holding Events at the Facility impracticable, the Emergency Event shall be deemed to continue until the City effects repairs at the Facility to their condition prior to the Emergency Event or as otherwise agreed by City and the Manager.

Emergency Repair: The repair of a condition which, if not performed immediately, creates an imminent danger to persons or property and/or an unsafe condition at the Facility (or any individual Facility) threatening persons or property.

Event or Events: shall mean events and activities to be held at the Facility where the Facility is used by members of the public, whether publicly ticketed or private.

Event Account: A separate interest-bearing account in the name of City and under City's Federal ID number in a local qualified public depository, to be designated by City, where advance ticket sale revenue and rental deposits are deposited by Manager.

Event of Force Majeure: An act of God, fire, earthquake, hurricane, flood, riot, civil commotion, terrorist act, terrorist threat, storm, washout, wind, lightning, landslide, explosion, epidemic, inability to obtain materials or supplies, accident to machinery or equipment, pandemic or epidemic, any law, ordinance, rule, regulation, or order of any public or military authority stemming from the existence of economic or energy controls, war or hostilities, a labor dispute which results in a strike or work stoppage affecting the Facility or services described in this Agreement, or any other cause or occurrence outside the reasonable control of the party claiming an inability to perform and which by the exercise of due diligence could not be reasonably prevented or overcome.

Event Revenue: All Revenue generated from (i) Events and retained by the Facility and deposited in the Operating Account pursuant to the terms of Section 9.2, including without limitation Revenue retained by the Facility from ticket sales (including ticketing fees), food and beverage, parking, facility fees, rental fees, and other Event revenue streams, and (ii) the sale of Commercial Rights, including Naming Rights, Sponsorships and premium seating sales.

Existing Contracts: Service Contracts, Revenue Generating Contracts, and other agreements relating to the day-to-day operation of the Facility existing as of the Effective Date, as set forth on Exhibit B attached hereto.

Facility: shall have the meaning given to such term in the Recitals to this Agreement, and shall include, without limitation, the (i) arena bowl and concourses, premium seating areas, meeting and conference rooms, exhibition space, dressing rooms, box office, common areas, lobby areas, executive and other offices, storage and utility facilities, and (ii) the entrances, grounds, sidewalks and parking

areas adjacent to the Facility as specifically identified on Schedule 1 hereto. The Parking Garage is specifically excluded from the term “Facility”.

FF&E: Furniture, fixtures and equipment to be procured for use at the Facility.

Fixed Fee: The fixed monthly fee City shall pay to Manager under this Agreement, as more fully described in Section 3.1 of this Agreement.

Food and Beverage Catering Revenue: the total of all amounts received by OVGH from the operation of Catering at the Facility, *less* (i) all sales taxes and other direct taxes imposed upon receipts collected from the consumer, (ii) fees and charges on credit card transactions, (iii) the management charge (also known as the “service charge”) in connection with catering performed at the Facility (which amount may be retained in full by OVGH), (iv) tips and gratuities paid out to employees, (v) receipts from sales that OVGH does at cost, (vi) Food and Beverage Net Sub-Contractor Revenue, and (vii) bad debt.

Food and Beverage Commissions: shall have meaning given to such term in Section 3.4 herein.

Food and Beverage Concessions Revenue: the total of all amounts received by OVGH from the operation of Concessions at the Facility, less (i) all sales taxes and other direct taxes imposed upon receipts collected from the consumer, (ii) fees and charges on credit card transactions, (iii) tips and gratuities paid out to employees, (iv) receipts from sales that OVGH does at cost with City approval, and (v) Food and Beverage Net Sub-Contractor Revenue.

Food and Beverage Expenses: All expenses incurred by OVGH in its performance of the Food and Beverage Services.

Food and Beverage Fee: shall have meaning given to such term in Section 3.4 herein.

Food and Beverage Net Subcontractor Revenue: the net proceeds paid to and received by OVGH from Food and Beverage Sub-Contractor Sales.

Food and Beverage Revenue: shall mean the sum of (a) all Food and Beverage Catering Revenue, plus (b) all Food and Beverage Concession Revenue, plus (c) all Food and Beverage Net Subcontractor Revenue.

Food and Beverage Services: the right to manage, sell and service food, snacks, non-alcoholic beverages and alcoholic beverages, including both Concessions and Catering, in the Facility.

Food and Beverage Sub-Contractor Sales: any food or beverage sales at or from the Facility by any third-party sub-contractor of OVGH.

General Manager: The employee of Manager acting as the full-time on-site general manager of the Facility as designated by Manager and approved by the City in accordance with Section 6.2. Such employee may be given a different title (such as “Executive Director”) in Manager’s discretion.

Governmental Authority: shall mean any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority, or any arbitrator, court or tribunal of competent jurisdiction.

Investment: shall have the meaning give to such term in Section 13.4.

Laws: federal, state, local and municipal laws, statutes, rules, regulations and ordinances.

Long-Term Capital Improvement Projects: shall mean any improvement project at the Facility where the expected useful life is over five (5) years.

Management-Level Employees: The Executive Director, General Manager(s), Assistant General Managers, Business Managers (or employees with different titles performing similar functions), and any department head employed by Manager to perform services at the Facility (including, if applicable, employees performing the function of the Director of Operations, Director of Sales and Marketing, Director of Security, Finance Director, Event Manager and Director of Food and Beverage).

Manager: shall have the meaning given to such term in the Recitals to this Agreement.

Marketing Plan: A plan for the advertising and promotion of the Facility and Facility events.

Material Contracts: shall mean any contract, including but not limited to contracts related to the sale of Commercial Rights, to be entered into by Manager in connection with the Facility (a) with obligations or payments by the City/Facility in excess of \$50,000, (b) with obligations or payments to the City in excess of \$100,000, not including contracts for event bookings, (c) that extends for more than five (5) years, or (d) for the sale of Naming Rights. All Material Contracts shall remain subject to the prior review and written approval of City, such approval not to be unreasonably withheld.

Naming Rights: the right to designate the name of the Facility or a portion of the Facility (the latter of which is sometimes referred to as sub-naming rights).

Opening Date: the date of the first (1st) Event at the Facility (including any opening gala), estimated to occur in January, 2027.

Operating Account: A separate interest-bearing account in the name of City and under City's Federal ID number in a local qualified public depository, to be designated by City, where Revenue is deposited and from which Operating Expenses are paid.

Operating Budget: A line-item budget for the Facility that includes a projection of Revenues and Operating Expenses, presented on a monthly and annual basis.

Operating Expenses: All expenses incurred by Manager in connection with its operation, management, staffing, promotion and maintenance of the Facility, including but not limited to the following: (i) employee payroll, benefits, relocation costs, severance costs, bonus and related costs, (ii) cost of operating supplies, (iii) advertising, marketing, group sales, and public relations costs, (iv) cleaning expenses, (v) data processing costs, (vi) dues, subscriptions and membership costs, (vii) printing and stationary costs, (viii) postage and freight costs, (ix) equipment rental costs, (x) repairs, maintenance,

and equipment servicing, (xi) security expenses, (xii) telephone and communication charges, (xiii) travel and entertainment expenses of Manager employees, (xiv) cost of employee uniforms and identification, (xv) exterminator, snow and trash removal costs (xvi) computer, software, hardware and training costs, (xvii) parking expenses, (xviii) utility expenses, (xix) office expenses, (xx) audit and accounting fees, (xxi) legal fees, (xxii) all bond and insurance costs (including but not limited to personal property, liability, and worker's compensation insurance, as well as the other insurance coverages required hereunder), including the amount of any deductible or self-insured retention under insurance policies, (xxiii) commissions and all other fees payable to third parties (*e.g.* commissions relating to Commercial Rights sales), (xxiv) cost of complying with any Laws; (xxv) costs incurred by Manager to settle or defend any claims asserted against Manager arising out of its operations at the Facility on behalf of the City; (xxvi) costs incurred under Service Contracts and other agreements relating to Facility operations, (xxvii) landscaping costs, (xxviii) Taxes, and (xxix) the Fixed Fee.

The term "Operating Expenses" does not include debt service on the Facility, Capital Expenditures, property taxes, or property insurance on the Facility itself or the contents within the Facility owned by City, all of which costs shall be borne by City and, if incurred by Manager, shall be promptly reimbursed to Manager by City.

Operating Term: shall commence on the Opening Date and shall end on the first (1st) September 30 to occur following the twenty second (22nd) anniversary of the Opening Date.

Operating Year: Each twelve (12) month period during the Operating Term, commencing on October 1 and ending on September 30, provided that the first (1st) Operating Year shall be a shorter period to commence on the Opening Date and end on the first (1st) September 30th following the Opening Date, and the last Operating Year shall end on the effective date of expiration or termination of this Agreement.

Operations Manual: Document to be developed by Manager which shall contain detailed terms regarding the management and operation of the Facility, including detailed policies and procedures to be implemented in operating the Facility, as agreed upon by both City and the Manager.

OVGH: shall have the meaning given to such term in Section 3.4 herein.

Parking Garage: shall have the meaning given to such term in Section 5.9 herein.

Person: shall mean an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

"Pre-Opening Expense Account": A separate interest-bearing account in the name of the City and under the City's Federal ID number in a local qualified public depository, to be designated by the City, into which the City deposits in advance funds for the payment of Pre-Opening Expenses, and from which Manager may draw to pay such Pre-Opening Expenses.

Pre-Opening Expense Budget: shall mean the budget reflecting anticipated Pre-Opening Expenses attached hereto as Exhibit D.

Pre-Opening Expenses: shall mean the out-of-pocket costs incurred by Manager during the Pre-Opening Period, as set forth in the Pre-Opening Expense Budget.

Pre-Opening Period: the period of time commencing on the Effective Date and ending on the Opening Date.

Quality Operating Standard: shall mean an operating standard suitable for professional hockey, basketball, concerts, mardi gras balls, receptions and events and family shows, which is consistent with the standards of quality and performance that exist at the pertinent time for other first-class multi-purpose sports and entertainment arenas of a similar age, capacity and capabilities.

Revenue: All revenues generated by Manager's operation of the Facility, including but not limited to event ticket proceeds income, rental and license fee income, merchandise income, the Food and Beverage Commissions, gross income from any sale of Commercial Rights, gross service income, equipment rental fees, box office income, and miscellaneous operating income, but shall not include event ticket proceeds held by Manager in trust for a third party promoter/licensee and paid to such third party.

Revenue Generating Contracts: Vendor, concessions and merchandising agreements, user/rental agreements, booking commitments, licenses, and all other contracts or agreements generating revenue for the Facility and entered into in the ordinary course of operating the Facility.

Service Contracts: Agreements for services to be provided in connection with the operation of the Facility, including without limitation agreements for ticketing, web development and maintenance, computer support services, FF&E purchasing services, engineering services, electricity, steam, gas, fuel, general maintenance, HVAC maintenance, telephone, staffing personnel including guards, ushers and ticket-takers, extermination, elevators, stage equipment, fire control panel and other safety equipment, snow removal and other services which are deemed by Manager to be either necessary or useful in operating the Facility.

Short-Term Capital Improvement Projects: shall mean any improvement project at the Facility where the expected useful life is less than five (5) years.

Sponsorship: sponsorship, promotional and advertising rights, entitlements and benefits associated with the Facility and events and activities occurring thereat, including without limitation Naming Rights, and further including without limitation the right to suggest a branding affiliation and/or market or promote a brand, product or service at or in connection with the Facility or events or activities occurring thereat (for the sake of clarity, Sponsorship does not including premium seating sales).

Sponsorship Threshold: shall have the meaning given to such term in Section 3.3

Taxes: Any and all governmental assessments, franchise fees, excises, license and permit fees, levies, charges and taxes, of every kind and nature whatsoever, which at any time during the Term may be assessed, levied, or imposed on, or become due and payable out of or in respect of, (i) activities conducted on behalf of City at the Facility, including without limitation the sale of concessions, the sale of tickets, and the performance of events (such as any applicable sales and/or admissions taxes, use taxes, excise taxes, occupancy taxes, employment taxes, and withholding taxes), or (ii) any payments received from any holders of a leasehold interest or license in or to the Facility, from any guests, or from any others using or occupying all or any part of the Facility.

Term: shall have the meaning given to such term in Section 4.1 of this Agreement.

Trailing Commissions: shall have the meaning given to such term in Section 3.3 of this Agreement.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Engagement.

(a) City hereby engages Manager (i) during the Pre-Opening Period to provide the pre-opening services described on Exhibit A-1 hereto, and (ii) during the Operating Term to act as the sole and exclusive manager and operator of the Facility, including the Food and Beverage Service and sales of Commercial Rights, subject to and as more fully described in this Agreement and, in connection with the foregoing, Manager shall perform the services described in Exhibit A-2 attached hereto. Manager hereby accepts such engagement, and shall perform the services described herein, subject to the limitations expressly set forth in this Agreement.

(b) The City covenants and agrees to develop, construct and deliver to Manager on the Opening Date, the Facility, and that the Facility will meet, on the Opening Date, the minimum requirements set forth on Schedule II hereof; provided, however, that whether to proceed with the development and construction the Facility shall be in the sole discretion of the City prior to Manager contributing the first installment of the Investment as provided in Section 13.4. In the event the City determines not to proceed with the development and construction of the Facility prior to Manager contributing the first installment of the Investment, the City shall certify to such fact in writing to Manager and, in such case, this Agreement shall terminate automatically upon Manager's receipt of such notice, provided that such termination shall have no affect on, and shall not terminate, the Convention Center and Saenger Theater Management Agreement.

(c) The City and Manager acknowledge that they have mutually agreed on (i) the design plans for the Facility, a copy of which is **either attach as an exhibit or incorporate by reference, depending on length of document** ("**Design Plans**"), and (ii) the list of FF&E to be procured by the City for the Facility, a copy of which is **either attach as an exhibit or incorporate by reference, depending on length of document** ("**FF&E List**"). Any material changes to the Design Plans and/or FF&E List shall be subject to the prior approval of Manager (it being agreed that changes that, in Manager's reasonable discretion, would impact Manager's ability to generate Revenue or that would result in an increase in Operating Expenses are deemed to be material). All design and construction costs, including the cost of FF&E and Capital Expenditures for the Facility, shall be paid for by the City and Manager shall have no responsibility for such costs, subject to Manager's obligation to make the Investment as described in Section 13.4 below. Manager shall have the right to participate in all construction meetings including all meetings with the project manager for the construction, and be included on all material correspondence relating to the construction of the Facility (including reports of any construction monitor appointed in connection with the Facility project, if any).

(d) The Manager covenants and agrees to use its best efforts (provided that such obligation shall not require Manager to incur out-of-pocket costs or accept a below-market financial arrangement or terms that are not in the best interests of the Facility, as determined by Manager in its reasonable discretion) to cause a professional minor league hockey team to contract with the City

(“Hockey Contract”) (i) for a professional minor league hockey team to utilize the Facility as its “home” venue and play its home games at the Facility, on terms (including the term of such contract) mutually agreed by Manager, the City and the team, and (ii) to enter into a non-relocation agreement with the City (the specific terms of which to be subject to the mutual agreement of the City, Manager and the hockey team) for the term of the Hockey Contract. For the sake of clarity, the Hockey Contract shall be subject to the prior written approval of Manager and the City.

(e) The parties acknowledge that the Commercial Rights Fee, as defined and described in Section 3.3 below, consists, in part, of fifteen percent (15%) of Revenue from the sale of Sponsorships. Manager commits to designate fifty percent (50%) of such stream of income (i.e., 7.5% of Revenue from the sale of Sponsorships), up to a maximum of \$175,000 per Operating Year, to fund a hockey training center with ice making capabilities in the City, if such facility is developed by the City and/or the hockey team within the first five (5) years of the Term. The details of such funding, including the timing thereof, shall be mutually agreed by the City and Manager, each acting reasonably.

Section 2.2 Limitations on Manager’s Duties.

(a) Manager’s obligations under this Agreement are contingent upon and subject to City making available, in a timely fashion, the funds budgeted for and/or reasonably required by Manager to carry out such obligations during the Term. Manager shall not be considered to be in breach or default of this Agreement, and shall have no liability to City or any other party, in the event Manager does not perform any of its obligations hereunder due to failure by City to timely provide such funds.

(b) While Manager’s rights and obligations under this Agreement include the right to negotiate or draft Material Contracts, Manager may only enter into Material Contracts with City’s prior written approval as set forth herein.

ARTICLE 3 COMPENSATION

Section 3.1 Fixed Management Fee. During the Term, in consideration of Manager’s performance of its services hereunder, City shall pay Manager a fixed management fee, as follows:

(a) Fixed Fee. The City shall pay Manager a monthly fixed fee (“**Fixed Fee**”). Beginning on the Effective Date and ending on the Opening Date, the Fixed Fee shall be Six Thousand Two Hundred Fifty Dollars (\$6,250) per month. Beginning on the Opening Date and ending at the end of the first (1st) Operating Year, the Fixed Fee shall be Thirty-Three Thousand Three Hundred Thirty-Three Dollars and thirty-three cents (\$33,333.33) per month. Beginning with the start of the fourth (4th) Operating Year, the Fixed Fee shall be increased each three (3) year period during the Term, by the change in CPI, as follows: Beginning at the end of the third (3rd) Operating Year, and continuing on each third (3rd) anniversary thereafter during the Term, the Fixed Fee for the succeeding three-year period shall be adjusted by a percentage amount equal to the percentage change in the CPI from (i) the date that is 3-years prior to the date of such adjustment, to (ii) the date of the adjustment, not to exceed 3% with respect to any 12-month period (i.e., no more than 9% for any adjustment every 3rd year). If the CPI goes down in any three-year period, the Fixed Fee for the next adjustment period shall remain flat.

The Fixed Fee shall be payable to Manager in advance, beginning on the Opening Date, and payable on the first (1st) day of each month thereafter (prorated as necessary for any partial months). Manager shall be entitled to pay itself such amount from the Operating Account.

Section 3.2 Arena Revenue Share. In addition to the other fees described hereunder, as consideration for Manager’s management of the Facility, Manager shall be entitled to receive a share of the Event Revenue (“**Manager Event Revenue Share**”) in each Operating Year. Manager Event Revenue Share shall be as follows:

Annual Event Revenue	Manager Event Revenue Share	City Share
\$0 to \$4 million (Tier 1)	5%	95%
\$4 - \$6 million (Tier 2)	10% (on the increment over Teir 1)	90%
\$6 - \$8 million (Tier 3)	20% (on the increment over Tier 2)	80%
Over \$8 million (Tier 4)	30% (on the increment over Tier 3)	70%

The Manager Event Revenue Share for each Operating Year shall be paid to Manager no later than ninety (90) days following the end of such Operating Year. In the event of any Operating Years of less than a full 12-months, the Arena Event Revenue dollar tiers (\$4 million, \$6 million and \$8 million) shall be pro-rated based on the number of days elapsed in such Operating Years out of 365.

Section 3.3 Commercial Rights Fee. In addition to the other fees due Manager hereunder, the City shall pay Manager or its Affiliate, as applicable, fifteen percent (15%) of Revenue from the sale of Sponsorships and twenty percent (20%) of Revenue from the sale of premium seating (e.g., suites, club seats and loge boxes, as applicable) at the Facility (collectively, the “**Commercial Rights Fee**”). For the sake of clarity, the parties acknowledge that the Commercial Rights Fee shall be paid on all gross revenue from the sale of Commercial Rights at the Facility as described in the preceding sentence. The Commercial Rights Fee shall be paid for the full duration of all contracts for such applicable Commercial Rights, including, with respect to contracts for Commercial Rights secured during the Term, any time period that extends after the end of the Term (commissions accruing to Manager after the end of the Term are referred to herein as “**Trailing Commissions**”). Manager shall have the sole and exclusive right to sell all Commercial Rights (including Naming Rights, other Sponsorship Rights, and premium seating), but all sales of Naming Rights, and sales of any other Commercial Rights that extend for periods after the end of the Term, are subject to prior review and approval by the City in its sole discretion. Payments due under this paragraph shall be made to Manager on an annual basis, within sixty (60) days of the end of each Operating Year, with respect to Revenue received in that year from the applicable Commercial Rights contracts. The provisions of this paragraph shall survive expiration or termination of this Agreement, and such settlements shall continue on an annual basis following the end of the Term with respect to Revenue from Commercial Rights received in such years until such time as all Commercial Rights Fees, including the Trailing Commissions, due Manager under this paragraph are fully paid. Notwithstanding anything to the contrary herein, in any

Operating Year in which Revenues from Sponsorships exceed the Sponsorship Threshold, any amounts in excess of the Sponsorship Threshold will be paid directly to the City, will not be included in the Operating Budget as Revenues of the Facility and will not be included in Manager Event Revenue Share (but, for the sake of clarity, the Commercial Rights Fee shall still be paid on such excess Revenues). The “Sponsorship Threshold” shall mean \$2,500,000, provided that beginning with the start of the fourth (4th) Operating Year, the Sponsorship Threshold shall be increased each three (3) year period during the Term, by the change in CPI, as follows: Beginning at the end of the third (3rd) Operating Year, and continuing on each third (3rd) anniversary thereafter during the Term, the Sponsorship Threshold for the succeeding three-year period shall be adjusted by a percentage amount equal to the percentage change in the CPI from (i) the date that is 3-years prior to the date of such adjustment, to (ii) the date of the adjustment, not to exceed 3% with respect to any 12-month period (ie, no more than 9% for any adjustment every 3rd year). If the CPI goes down in any three-year period, the Sponsorship Threshold for the next adjustment period shall remain flat. Notwithstanding anything to the contrary herein, the Commercial Rights Fee will not be considered to be a part of Revenue or Event Revenue hereunder. The balance of all Revenue from the sale or license of Commercial Rights, net of the Commercial Rights Fee, shall be part of Revenue and Event Revenue hereunder.

Section 3.4 Food and Beverage Fee. Manager is hereby authorized, subject to the provisions of Section 14.3, to engage its Affiliate, Ovations Food Services, L.P., d/b/a OVG Hospitality (“**OVGH**”), to provide Food and Beverage Services at the Facility on the following terms: OVGH shall incur all Food and Beverage Expenses and retain all Food and Beverage Revenue for its own account, subject to paying the Facility for deposit into the Operating Account pursuant to the terms of Section 9.2, the following commissions: (a) 40% of Food and Beverage Concessions Revenue, (b) 25% of Food and Beverage Catering Revenue, and (c) 50% of Food and Beverage Net Sub-Contractor Revenue (collectively, the “**Food and Beverage Commissions**”). The Food and Beverage Revenue retained by OVGH for its own account, net of the Food and Beverage Commissions, is referred to herein as the “**Food and Beverage Fee**” and shall not be considered to be Revenue or Event Revenue hereunder. The Food and Beverage Commissions shall be part of Revenue and Event Revenue hereunder.

Section 3.5 Late Payments. Manager shall have the right to assess interest on any payments of the fees described in this Section that are not made when due. Such interest shall accrue at the rate of eight percent (8%) per annum.

Section 3.6. Commitment to Act in Good Faith; City Reservation of Sovereign Powers. The Parties hereunder acknowledge and agree that the financial arrangements hereunder are each based on the assumptions that each Party will act in good faith with respect to their operations hereunder, and that the regulatory environment (on a City basis) relating to Facility operations will not change during the Term in a manner that materially negatively impacts Manager’s financial arrangements. In accordance with the foregoing, the Parties agree as follows:

(a) Manager agrees that it shall act in good faith to maximize Revenues and minimize Operating Expenses, while acting at all times in a manner consistent with the Quality Operating Standard and its other facility management and operation engagements, provided that Manager makes no guarantee as to the financial performance of the Facility hereunder. Should the City have reasonable concerns that Manager is not acting in accordance with the foregoing, the Parties shall proceed as set forth below:

(i) Without prejudice to its rights under section 4.2, if the City has a good faith concern that the requirements of the foregoing paragraph of this Section 3.9(a) are not being followed, the City may notify Manager in writing of such concern. In such case, the Parties agree to meet within ten (10) days of Manager's receipt of such written notice to discuss the issue. If the issue is not resolved within five (5) days of such meeting, the Parties agree to escalate the issue to the Manager's President, and the City's Mayor, who agree to use good faith efforts for a period of at least thirty (30) days to attempt to resolve such issue in a manner that satisfies the Parties. Nothing in this paragraph shall limit or restrict in any way a Party's exercise of any other rights or remedies that may be available to it, including its rights to proceed under Section 4.2 hereof.

(b) Manager agrees that nothing herein shall limit the City's right to impose Taxes or other regulations in its sovereign discretion, provided in the event the City imposes or increases an admissions, sales or other tax on Facility tickets or its other operations, the Parties shall discuss in good faith amendments to this Agreement to reflect any negative impact such tax may have on Event Revenue.

ARTICLE 4 TERM; TERMINATION

Section 4.1 Term. The term of this Agreement (the "**Term**") shall begin on the Effective Date, and, unless sooner terminated pursuant to the provisions of Section 4.2 below, shall include both the Pre-Opening Period and the Operating Term. For clarification purposes, upon the Effective Date, the Pre-Opening Consulting Duties (as defined in the Interim Management and Consulting Agreement) and the Pre-Opening Consulting Duties for New Arena Fixed Fee (as defined in the Interim Management and Consulting Agreement) provided in the Interim Management and Consulting Agreement, shall terminate.

Section 4.2 Termination. This Agreement may be terminated, in whole:

(a) (i) by City upon thirty (30) days written notice to Manager, in the event of a permanent closure of the Facility, the fact of which is certified by the City in writing to Manager, or (ii) by either Party if the other party fails to perform or comply with any of the material terms, covenants, agreements or conditions hereof, and such failure is not cured during such thirty (30) day notification period, provided, however, if such failure cannot reasonably be cured within such thirty (30) day period, then a longer period of time shall be afforded to cure such breach, up to a total of ninety (90) days, provided that the party in default is diligently seeking a cure and the non-defaulting party is not irreparably harmed by the extension of the cure period, with each such failure to perform or comply constituting a "**Breach**".

(b) by either party immediately by written notice upon the other party being judged bankrupt or insolvent, or if any receiver or trustee of all or any part of the business property of the other party shall be appointed and shall not be discharged within one hundred twenty (120) days after appointment, or if either party shall make an assignment of its property for the benefit of creditors or shall file a voluntary petition in bankruptcy or insolvency, or shall apply for bankruptcy under the bankruptcy or insolvency Laws now in force or hereinafter enacted, Federal, State or otherwise, or if such petition shall be filed against either party and shall not be dismissed within one hundred twenty (120) days after such filing.

(c) by the City for its convenience, effective on the tenth (10th) anniversary of the Opening Date, by written notice delivered to Manager no earlier than nine (9) months prior to the tenth (10th) anniversary of the Opening Date, and no later than six (6) months prior to the tenth (10th) anniversary of

the Opening Date, subject to payment by the City, no later than the tenth (10th) anniversary of the Opening Date, of (i) all amounts due to Manager hereunder up to the date of termination, (ii) the Buyout Amount, and (iii) the Early Termination Fee. The “Early Termination Fee” shall be an amount equal to the average annual sum of the Base Fee and Manager Event Revenue Share earned by Manager with respect to Operating Years 8, 9 and 10, multiplied by three (3).

Section 4.3 Effect of Termination. Upon expiration of this Agreement pursuant to Section 4.1, or termination of this Agreement pursuant to Section 4.2, the following shall apply:

(a) Upon termination or expiration of this Agreement for any reason, (i) Manager shall promptly discontinue the performance of all services hereunder and surrender and vacate the Facility, (ii) Manager shall return all property, equipment and furnishings in good repair, normal wear and tear excepted, subject to the limits of the Operating Budgets and funding by the City of Capital Expenditures, and damage caused by third parties, (iii) Manager shall deliver or otherwise make available to the City all data, electronic files, documents (including, without limitation, contracts and forms), procedures, reports, estimates, summaries, intellectual property, and other such information and materials with respect to the Facility as may have been accumulated by Manager in performing its obligations hereunder, whether completed or in process, and consistent with Section 5.1, if necessary, shall execute all documents necessary to effectuate ownership rights in the same to City, provided that Manager shall own and may retain all employment files/records relating to employees of Manager during the Term, and Manager may retain copies of all materials pertinent to its operation of the Facility during the Term, such as materials documenting its performance and those relating to claims or potential claims that have been or may be asserted related to Manager’s operation of the Facility, including contracts and event incident reports, (iv) Manager shall transfer any open Facility accounts (such as any Event Account) or the monies therein to the City or a successor Facility manager, and (v) without any further action on the part of Manager or City, the City shall, or shall cause the successor Facility manager to, assume all obligations arising after the date of such termination or expiration, under any Service Contracts, Revenue Generating Contracts, booking commitments and any other Facility agreements entered into by Manager in furtherance of its duties hereunder. Any obligations of the parties that are specifically intended to survive expiration or termination of this Agreement shall survive expiration or termination hereof.

(b) City shall promptly pay Manager all fees and Operating Expenses (if any are advanced by Manager pursuant to this Agreement) due Manager up to the date of termination or expiration.

(c) In the event this Agreement is terminated by the City pursuant to Section 4.2(a)(i) (permanent closure of a Facility), by Manager under Section 4.2(a)(ii) or 4.2(b), or by either party under Section 19.5(b), City shall reimburse Manager for any actual ordinary and necessary expenses incurred by Manager in withdrawing from the provision of services hereunder following such termination. Such ordinary and necessary expenses shall include reasonable costs associated with (i) to the extent any Management-Level Employee’s employment with Manager will cease as a result of the termination of this Agreement, reimbursement of Manager for any severance paid to such employees, not to exceed three (3) months per employee paid to no more than three (3) of Manager’s Management-Level Employees, and (ii) other reasonable costs actually incurred by Manager in withdrawing from the provision of services hereunder, such as those incurred in connection with the termination and/or assignment of Service Contracts, Revenue Generating Contracts, or other contracts or leases entered into by Manager pursuant to this Agreement. City’s payment of such expenses will occur only after Manager has provided reasonable evidence of the incurrence of such expenses and has taken reasonable steps to mitigate the same.

ARTICLE 5

OWNERSHIP; USE OF THE FACILITY; PARKING

Section 5.1 Ownership of Facility, Data, Equipment and Materials.

(a) City will at all times retain ownership of the Facility and all Facility FF&E. Any data, equipment, supplies and materials furnished by City to Manager or acquired by Manager as an Operating Expense shall remain the property of City, and shall be returned to City when no longer needed by Manager to perform under this Agreement. Notwithstanding the above, City recognizes that Manager intends to license certain third-party software for use with respect to Manager's obligations at the Facility, the costs of which are paid on a monthly basis, and upon expiration or termination of the Term such software licenses shall remain with Manager. Furthermore, the parties agree that (i) the Operations Manual to be developed and used by Manager hereunder is proprietary to, and shall be owned by, Manager, but City may retain a copy thereof for its own use following the end of the Term and may share the contents of the Operations Manual with a new manager as reasonably necessary for use solely at the Facility, and (ii) all employee files shall belong solely to Manager.

(b) Without the prior written consent of City, Manager shall not grant any security interest in or create any encumbrance on any property held by City or any of its Affiliates.

(c) Upon the prior written request of City, Manager will assist City with registering domain names for the Facility in the name of the City.

Section 5.2 Right of Use by Manager. City hereby gives Manager the right and license to use the Facility, and Manager accepts such right of use, for the purpose of performing the services herein specified, including the operation and maintenance of all physical and mechanical facilities necessary for, and related to, the operation, maintenance and management of the Facility. Without limiting the foregoing, Manager shall have the exclusive right to use (or permit a third party to use, as applicable) the concession stands, novelty stands, customer serving locations, food preparation areas, vendor commissaries, kitchen and warehouse facilities, and other food service related areas of the Facility, together with the improvements, equipment and personal property upon or within such areas, for the purpose of providing the Food and Beverage Service (and providing other duties required of Manager hereunder).

Section 5.3 Office Space and Parking for Facility Staff. City shall provide Manager, at no cost to Manager, a sufficient amount of suitable office space in the Facility, and with such office equipment as is reasonably necessary to enable Manager to perform its obligations under this Agreement. In addition, the City shall make available to Manager, at no cost, parking spaces adjacent to the Facility for all of Manager's full-time employees and for the Facility's event staff. For clarification purposes, the above-described parking spaces will not be provided in the Parking Garage, but shall be provided in the onsite surface parking lot at the Facility.

Section 5.4 Observance of Agreements. City agrees to pay, keep, observe and perform all payments, terms, covenants, conditions and obligations under any leases, use agreements, bonds, debentures, loans and other financing and security agreements to which City is bound in connection with its ownership of the Facility.

Section 5.5 Reservation of Rights of City In General. Representatives of the City shall have the right to enter all portions of the Facility to inspect the same, to observe the performance of Manager of its obligations under this Agreement, to install, remove, adjust, repair, replace or otherwise handle any equipment, utility lines, or other matters in, on, or about the premises, or to do any act or thing which the City may be obligated or have the right to do under this Agreement or otherwise. In connection with the exercise of such rights, the City will endeavor to provide (but is not obligated to provide) advance notice to Manager for security purposes and to minimize any interference with or disruption of Manager's work under this Agreement. Nothing contained in this Section (i) is intended or shall be construed to limit any other rights of the parties under this Agreement nor (ii) shall impose or be construed to impose upon the City any independent obligation to construct or maintain or make repairs, replacements, alterations, additions or improvements or create any independent liability for any failure to do so.

Section 5.6 Use by City. City shall have the right to use the Facility or any part thereof rent-free for meetings, seminars, training classes or other non-commercial uses, provided that City shall promptly reimburse Manager, for deposit into the Operating Account, for any out-of-pocket expenses incurred by Manager (such as the cost of ushers, ticket-takers, set-up and take-down personnel, security expenses and other expenses) in connection with such use. Such non-commercial use of the Facility by City shall (i) not compete with or conflict with the dates previously booked by Manager for paying events, (ii) not consist of normally touring attractions (such as concerts and family shows), and (iii) be booked in advance upon reasonable notice to Manager pursuant to the Facility's approved booking policies and subject to availability. Upon request of City, Manager shall provide to City a list of available dates for City's use of the Facility. To the extent that Manager has an opportunity to book a revenue-producing event on a date which is otherwise reserved for use by City, Manager may propose alternative dates for City's event, and City shall use best efforts to reschedule its event to allow Manager to book the revenue-producing event.

Section 5.7 Preferential Use. The following organizations will be entitled to preferential use of the Facility as referenced and provided in this Section:

- a. Mardi Gras. As requested by the City, and subject to any rights of third parties/entities granted prior to the Effective Date, Manager shall give Mardi Gras organizations the priority right to utilize the Facility consistent with past practices of the City, the prior Civic Center and the Mardi Gras organizations. The parties acknowledge that all such Mardi Gras organizations shall be required to satisfy all standard Facility requirements for licensees of the Facility, including signing the Facility license agreement for their use of the Facility, paying rent and expenses as well as applicable deposits, and securing the Facility-required insurance. During Mardi Gras season (which is deemed to commence 18 days prior to Ash Wednesday and end on Ash Wednesday each year), the use of the Facility for purposes other than as a space to host Mardi Gras Events shall be subordinate to Mardi Gras events by Mardi Gras organizations and must be approved in advance by the City in the event a booking conflict occurs.

Section 5.8 Emergency Events. The City reserves the right to take over control, management, use, and occupancy of some or all of the Facility at no charge during an Emergency Event (the "**Controlled Facility**"). During such Emergency Event, the City shall be solely responsible for the costs of operating, servicing, and supplying staff, citizens, visitors, and vendors occupying the Controlled Facility during the Emergency Event, and Manager shall not be responsible for staffing or operating the

Controlled Facility during such Emergency Events other than basic security and general operation matters. To the extent any signage at any of the Facility is digital, the City shall have the right to use such signage during the Emergency Event (e.g., for public notifications). The City shall be responsible at its expense for repairing any damage to the Controlled Facility occurring during an Emergency Event and returning the Controlled Facility to the same condition as the Controlled Facility was prior to the Emergency Event. The Fixed Management Fee shall remain due and owing during the Emergency Event, and the City shall be liable for any incremental costs reasonably incurred by Manager during such Emergency Event and directly resulting from the City controlling the Controlled Facility, such as the cost of laying off or furloughing employees. For any scheduled Event not otherwise cancelled or postponed due to the Emergency Event, the Parties shall use their best faith efforts to reschedule the Event and amend the Operating Budget as necessary in compliance with the terms set forth in Section 8.2 of this Agreement. The foregoing provision shall not be deemed to limit either Party's termination rights set forth in Section 4.2 of this Agreement.

Section 5.9 Parking Facility. The City is constructing and will own the parking garage adjacent to the Facility as identified on Schedule _____ attached hereto ("**Parking Garage**"). Beginning on _____, 2025 and continuing through the end of the Term, Manager's affiliate, OVG Parking, LLC, shall have the right to manage the Parking Garage, on the terms set forth on Exhibit G attached hereto and incorporated herein. The City and OVG Parking, LLC, each acting in good faith, shall enter into a separate agreement reflecting the foregoing terms and any other terms such parties mutually agree upon, with respect OVG Parking, LLC's management of such Parking Garage. The fees earned by OVG Parking, LLC from its management of the Parking Garage (as described on Exhibit G hereto) are solely for OVG Parking LLC's account and shall not constitute part of Revenue or Event Revenue. However, the (a) net parking profits from the Parking Garage related to events at the Facility shall be part of Revenue and Event Revenue, and (b) the net parking profits or losses from the Parking Garage not related events at the Facility (i.e., related to non-event daily or monthly parking) shall belong solely to the City and shall not be part of Revenue or Event Revenues. All costs related to the operation, management, maintenance and security of the Parking Garage shall be incurred by the City outside of this Agreement (i.e., such costs shall not be deemed to be Operating Expenses). The Parking Garage shall be made available for parking for Events at the Facility, as well as daily and monthly (if applicable) parking, subject to the rights of the U.S. Army Corps of Engineers to utilize parking spaces in the Parking Garage as described in the Agreement dated _____ between such party and the City. OVG Parking, LLC shall be an intended third-party beneficiary of this Section 5.9.

ARTICLE 6 PERSONNEL

Section 6.1 Generally. All Facility staff and other personnel shall be engaged or hired by Manager, and shall be employees, agents or independent contractors of Manager (or an Affiliate thereof), and not of City. Manager shall select, in its sole discretion but subject to the approved Operating Budget, the number, function, qualifications, and compensation, including salary and benefits, of its employees and shall control the terms and conditions of employment (including without limitation termination thereof) relating to such employees. Manager agrees to use reasonable and prudent judgment in the selection and supervision of such personnel. City specifically agrees that Manager shall be entitled to pay its employees, as an Operating Expense, bonuses and benefits in accordance with Manager's then current employee policies, not to exceed industry standards for similar Facility, which may be modified by Manager from time to time in its sole discretion. A copy of Manager's current employee policies related to bonus and benefits shall be provided to City upon request.

Section 6.2 General Manager. Personnel engaged by Manager will include a qualified individual with managerial experience in facilities similar to the Facility to serve as a full-time on-site General Manager of all of the Facility. Hiring of the General Manager shall require the prior approval of City, which approval shall not be unreasonably withheld or delayed; provided, however, in the event of a vacancy in the General Manager position, Manager may temporarily fill such position with an interim General Manager for up to ninety (90) days without the necessity of obtaining City's approval. The General Manager will have general supervisory responsibility for Manager and will be responsible for day-to-day operations of the Facility, supervision of employees, and management and coordination of all activities associated with events taking place at the Facility. The parties acknowledge that the General Manager may have a different title (such as Executive Director), in Manager's discretion.

Section 6.3 Non-Solicitation / Non-Hiring. During the Term and for a period of one (1) year after the end of the Term, neither Party ("**Soliciting Party**") nor any of its subsidiary entities shall solicit for employment, or hire, any of the other Party's ("**Employing Party**") Management-Level Employees (as to City, "Management-Level Employees" shall mean Director level and above). The Soliciting Party acknowledges that the Employing Party will spend a considerable amount of time identifying, hiring and training individuals to work in such positions, and that the Employing Party will suffer substantial damages, the exact amount of which would be difficult to quantify, if the Soliciting Party were to breach the terms of this Section by hiring, or soliciting for employment, any of such individuals. Accordingly, in the event of a breach or anticipated breach of this Section by the Soliciting Party, the Employing Party shall be entitled (in addition to any other rights and remedies which the Employing Party may have at law or in equity, including money damages) to seek equitable relief, including an injunction to enjoin and restrain the Soliciting Party from continuing such breach, without the necessity of posting a bond. The terms of this Section do not apply to employees who are terminated by the Employing Party, other than as a result of termination or expiration of this Agreement.

ARTICLE 7

PRE-OPENING EXPENSES AND EXPENSE BUDGET

Section 7.1 Establishment of Pre-Opening Expense Budget. The Pre-Opening Expense Budget details the projected Pre-Opening Expenses to be incurred by Manager during the Pre-Opening Period. The Pre-Opening Expense Budget is deemed approved by the City by virtue of the City's execution of this Agreement, but may be adjusted by Manager from time to time, subject to the approval of the City (such approval not to be unreasonably withheld or delayed).

Section 7.2 Funding of Expenses During Pre-Opening Period. The City shall pay for all Pre-Opening Expenses incurred by Manager in connection with the performance of its obligations under this Agreement during the Pre-Opening Period, in accordance with this Section 7.2. Upon execution hereof, the City shall establish the Pre-Opening Expense Account, and transfer to such account an amount equal to the projected Pre-Opening Expenses for the first month (or portion thereof), as set forth in the Pre-Opening Expense Budget. On or before the first day of each succeeding month during the Pre-Opening Period, the City shall transfer to the Pre-Opening Expense Account an amount equal to the projected Pre-Opening Expenses for such month, as set forth in the Pre-Opening Expense Budget. Manager may access such account periodically, as needed, for the purpose of withdrawing funds to pay Pre-Opening Expenses, including without limitation the Fixed Management Fee.

ARTICLE 8 OPERATING BUDGET

Section 8.1 Establishment of Operating Budget. Manager agrees that no later than one hundred twenty (120) days prior to the Opening Date with respect to the first (1st) Operating Year, and at least sixty (60) days prior to the commencement of each subsequent Operating Year, it will prepare and submit to City its proposed Operating Budget. Each such annual Operating Budget shall include Manager's good faith projection of Revenues and Operating Expenses, presented on a monthly and annual basis, for the upcoming Operating Year. City agrees to provide Manager with all information in its possession necessary to enable Manager to prepare each Operating Budget. The parties acknowledge certain overhead expenses (for example, insurance costs and costs related to the General Manager overseeing all the Facility and other facilities in Mobile pursuant to a separate agreement) may be allocated among the various Operating Budgets (including the operating budget for the Saenger Theatre), which allocation shall be proposed by Manager in a fair and equitable manner shall be subject to the approval of the City, such approval not to be unreasonably withheld.

Section 8.2 Approval of Operating Budget. Each annual Operating Budget shall be subject to the review and approval of City, which approval shall not be unreasonably withheld or delayed. In order for City to fully evaluate and analyze such budgets or any other request by Manager relating to income and expenses, Manager agrees to provide to City such reasonable financial information relating to the Facility as may be requested by City from time to time. If events occur during any Operating Year that could not reasonably be contemplated at the time the corresponding Operating Budget was prepared, Manager may submit an amendment to such budget for review and approval by City, which approval shall not be unreasonably withheld or delayed. If City fails to approve any annual Operating Budget (or any proposed amendment thereto), City shall promptly provide Manager the specific reasons therefor and its suggested modifications to Manager's proposed Operating Budget or amendment in order to make it acceptable. The parties shall then engage in good faith discussions and use reasonable commercial efforts to attempt to resolve the matter to the mutual satisfaction of the parties.

Section 8.3 Adherence to Operating Budget. Manager shall use all reasonable efforts to manage and operate the Facility in accordance with the applicable Operating Budgets. However, City acknowledges that notwithstanding the Manager's experience and expertise in relation to the operation of facilities similar to such Facility, the projections contained in each Operating Budget are subject to and may be affected by changes in financial, economic and other conditions and circumstances beyond the Manager's control, and that Manager shall have no liability if the numbers within the Operating Budgets are not achieved. Manager agrees to notify City within 30 days of any

material negative variance in the bottom-line net operating profit/loss figure in any Operating Budget, and any material increase in total Operating Expenses for the Facility from that provided for in the applicable Operating Budget. For purposes of this Section 8.3, a material variance or increase shall mean a variance or increase of more than fifteen percent (15%). In either such case and if requested by City, Manager agrees to work with City to develop and implement a plan (or changes to the then current plan) to limit Operating Expense to be incurred in the remaining months of such Operating Year with the goal of achieving the applicable Operating Budget.

ARTICLE 9 PROCEDURE FOR HANDLING INCOME

Section 9.1 Event Account. Manager shall deposit as soon as practicable following receipt, in the Event Account, all revenue received from ticket sales and advance deposits which Manager receives in contemplation of, or arising from, an event. Such monies will be held in escrow for the protection of ticket purchasers, City and Manager, to provide a source of funds as required for payments to performers and for payments of direct incidental expenses in connection with the presentation of events that must be paid prior to or contemporaneously with such events. Promptly following completion and settlement of such events, Manager shall transfer all funds remaining in the Event Account, including any interest accrued thereon, into the Operating Account.

Section 9.2 Operating Account. Except as provided in Section 9.1, all Revenue derived from operation of the Facility shall be deposited by Manager into the Operating Account as soon as practicable upon receipt (but not less often than once each business day). The specific procedures (and authorized individuals) for making deposits to and withdrawals from such account shall be set forth in the Operations Manual, but the parties specifically agree that Manager shall have authority to sign checks and make withdrawals from such account, subject to the limitations of this Agreement, without needing to obtain the co-signature of a City employee or representative.

ARTICLE 10 DBE AND LOCAL PARTICIPATION

Section 10.1 Participation Goals. Manager agrees that in each Operating Year, it shall seek to provide no less than thirty percent (30%) of the total of (a) Operating Expenses (excluding utility costs and salaries of on-site employees) and (b) event expenses remitted by users of the Facility pursuant to Booking Contracts (collectively, “**Directed Expenses**”) to certified Disadvantaged Business Enterprises (DBEs) (“**Participation Goal**”). For clarify, Directed Expenses shall exclude expenses over which Manager has no control or is unable to direct to a third party, including, without limitation, union labor (e.g., stagehands). In addition, Manager agrees that it shall comply with the Mobile First Initiative set forth in Exhibit E attached hereto (the “**Local Hire Commitment**”), and shall utilize City-approved workforce services to the extent required by the Local Hire Commitment. If Manager does not meet the Participation Goal or Local Hire Commitment in any Operating Year, it shall not be considered a breach hereunder, but Manager and the City shall meet within sixty (60) days of following submission of DBE reporting as set forth below to discuss efforts by which Manager can meet its Participation Goal, and implement measures to meet its Participation Goal in the following Operating Year.

Section 10.2 Reporting. Within one hundred twenty (120) days after the end of each Operating Year, Manager shall submit to the City (a) an accounting of Directed Expenses paid, the entities to which Directed Expenses have been paid, and whether those entities are certified DBE enterprises, for purposes

of determining Manager's compliance with the Participation Goal and (b) a hiring report, in form to be mutually agreed by the Parties, for purposes of determining Manager's compliance with the Local Hire Commitment.

ARTICLE 11 FUNDING

Section 11.1 Source of Funding. Manager shall pay all items of expense for the operation, maintenance, supervision and management of the Facility as provided in the Operating Budget from the funds in the Operating Account, which Manager may access periodically for this purpose. The Operating Account shall be funded with amounts generated by operation of such Facility (as described in Article 9 above), or otherwise made available by City. To ensure sufficient funds are available in the Operating Account, City will deposit in the Operating Account, on or before the Opening Date, the budgeted expenses in the Operating Budget for the Facility for the 3-month period beginning on the Opening Date. City shall thereafter, on or before the 1st day of each succeeding month following the Effective Date, deposit (or allow to remain) in the Operating Account the budgeted (in the Operating Budget) or otherwise approved expenses for the Facility for each such month, at all times maintaining sufficient funds in the Operating Account to pay the anticipated expenses in the Operating Budget for the then-upcoming month plus the immediately following two (2) months. Manager shall have no liability to City or any third party in the event Manager is unable to perform its obligations hereunder, or under any third-party contract entered into pursuant to the terms hereof, due to the fact that sufficient funds are not made available to Manager to pay such expenses in a timely manner.

Section 11.2 Advancement of Funds. Under no circumstances shall Manager be required to pay for or advance any of its own funds to pay for any Operating Expenses. In the event that, notwithstanding the foregoing, Manager agrees to advance its own funds to pay Operating Expenses, City shall promptly reimburse Manager for the full amount of such advanced funds, plus interest at the rate of eight percent (8%) or the highest rate permitted by law, whichever is less.

ARTICLE 12 FISCAL RESPONSIBILITY; REPORTING

Section 12.1 Records. Manager agrees to keep and maintain, at its office in the Facility, separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its operations in connection with its management of the Facility. Such records (including books, ledgers, journals, and accounts) shall contain all entries reflecting the business operations of Manager under this Agreement. City or its authorized agent shall have the right to audit and inspect such records from time to time during the Term, upon reasonable notice to Manager and during Manager's ordinary business hours.

Section 12.2 Monthly Financial Reports. Manager agrees to provide to City, within thirty (30) days after the end of each month during the Operating Term, financial reports for the Facility, including a balance sheet, aging report on accounts receivable, and statement of revenues and expenditures (budget to actual) for such month and year to date in accordance with generally accepted accounting principles, provided however the first financial statement Manager shall provide shall be within thirty (30) days following the second (2nd) month of the Operating Term, and shall cover the first two (2) months of the Operating Term. In addition, starting with the second (2nd) month of the Operating Term, Manager agrees to provide to City a summary of bookings for each such month, and separate cash receipts and

disbursements reports for each event held at the Facility during such month. Additionally, Manager shall submit to City, or shall cause the applicable public depository utilized by Manager to submit to City, on a monthly basis, copies of all bank statements concerning the Event Account and the Operating Account.

Section 12.3 Audit. Manager agrees to arrange to provide to City, within one hundred twenty (120) days following the end of each Operating Year, a certified audit report on the accounts and records as kept by Manager for the Facility. Costs associated with obtaining such certified audit report shall be an Operating Expense. Such audit shall be performed by an external auditor approved by City, and shall be conducted in accordance with generally accepted auditing standards.

ARTICLE 13 CAPITAL IMPROVEMENTS; CAPITAL RESERVE FUND; MANAGER CONTRIBUTION

Section 13.1 Schedule of Capital Expenditures. Manager shall annually, at the time of submission of the annual Operating Budget to City, provide to City a schedule of proposed capital improvements to be made at the Facility, for the purpose of allowing City to consider such projects and to prepare and update a long-range Capital Expenditure budget. Subject to Section 13.2 and 13.3 below, the decision whether to proceed with any proposed Capital Expenditure rests solely with the City.

Section 13.2 Responsibility for Capital Expenditures. City shall be solely responsible for all Capital Expenditures at the Facility. The City shall have discretion during the Term as to whether or not to make Capital Expenditures at the Facility, provided that the City covenants to make the expenditures described in Section 13.3 below. Notwithstanding anything in this Section 13.2, to the contrary, Manager shall have the right (but not the obligation) to make Capital Expenditures at the Facility for Emergency Repairs provided that Manager has either reached City's contract administrator (as described in Section 15.1) for approval of Emergency Repairs and such Emergency Repair is authorized by such contract administrator or attempted to contact the contract administrator and failed to reach him/her, in which case the Emergency Repair is deemed approved by City. The City shall promptly reimburse Manager for the cost of any Capital Expenditure approved in advance by City or, as to Emergency Repairs, so long as Manager has complied with the procedure set forth in the preceding sentence. Manager shall have no liability for any claims, costs, or damages arising out of a decision by the City to make or not to make any Capital Expenditure at the Facility; provided however in the event City's decision as to any Capital Expenditure required by this Agreement could materially interfere, impede or impair the ability of Manager to manage, operate or promote the Facility, Manager shall have the right with one hundred and eighty (180) days prior written notice to the City to terminate the Agreement.

Section 13.3. Capital Reserve Fund. The City consents to Manager adding one dollar (\$1.00) per paid ticket over the face value, for tickets to the Facility with a face value of \$15.00 or more, with the revenue generated from such incremental charge to be deposited to the Facility Operating Account to be used as a capital improvement reserve fund. Fifty percent (50%) of such capital reserve fund will be allocated towards Long-Term Capital Improvement Projects at the Facility and such projects shall be determined by the City. The other fifty percent (50%) of such fund shall be used for Short-Term Capital Improvement Projects at the Facility and such projects shall be determined by Manager.

Section 13.4 Manager Contribution. Manager shall make a capital contribution of Fifteen Million Dollars (\$15,000,000) (the "**Investment**") towards the cost of construction of the Facility. Subject to the remainder of this Section 13.4, the Investment shall be made in two (2) equal installments

of \$7.5 million each, the first of which shall be made within thirty (30) days of Manager's receipt of written certification delivered by the City that fifty percent (50%) of the construction of the Facility has been completed, but in no event sooner than January 1, 2026, and the second (2nd) of which shall be made upon issuance of the Facility's Certificate of Occupancy, but in no event sooner than January 1, 2027.

Prior to Manager funding each portion of the Investment, each of the following conditions must be fully satisfied, as certified by the City in writing and supported by evidence satisfactory to Manager, in Manager's reasonable discretion:

(a) The City has (i) valid title to the site for the Facility project and final approval of all entitlements (i.e., any discretionary permit, approval, consent or agreement from any applicable governmental authority as may be required by applicable law) necessary to construct the Facility, (ii) secured all required financing sources for the Facility project and such sources have committed in an aggregate amount (when including Manager's Investment) sufficient to fund the project costs under the Facility construction budget and to achieve substantial completion of the Facility project and to procure all FF&E on the FF&E list (as approved by the parties pursuant to Section 2.1(c) above), and (iii) secured a Guaranteed Maximum Price (GMP) for construction of the Facility project and payment and performance bonds in respect of the contractor's obligations under the construction agreement(s) for the Facility project.

(c) At the time any portion of the Investment is being made there is no default existing under the financing agreements for the Facility project or this Agreement, including without limitation the conditions and requirements in Section 2.1(c) above and on Schedule II hereof.

The Investment shall be amortized on a straight-line basis over a twenty (20) year period (at the rate of 1/240 per month), commencing on the Opening Date. Within five (5) days of the early termination of this Agreement (for any reason whatsoever, including without limitation if due to a breach, default or bankruptcy event by or affecting Manager), City shall immediately pay to Manager the unamortized amount of the Investment (the "**Buyout Amount**"), provided that if this Agreement is terminated early by City under Section 4.2(a)(ii), the City may deduct from such amount any reasonable, documented out-of-pocket costs or losses directly resulting from the Breach by Manager giving rise to such termination ("**Breach Costs**"). In the event that City fails to pay Manager the Buyout Amount (less the Breach Costs) when due, the Buyout Amount (less the Breach Costs) shall accrue interest at the rate of eight percent (8%) per annum, or the highest rate permitted by law, whichever is less.

The rights of Manager set forth in this Section shall be in addition to any other rights of Manager at law or in equity.

ARTICLE 14

FACILITY CONTRACTS; TRANSACTIONS WITH AFFILIATES

Section 14.1 Existing Contracts. City shall provide to Manager, on or before the Effective Date, copies of all Existing Contracts. Manager shall administer and assure compliance with such Existing Contracts.

Section 14.2 Execution of Contracts. Manager shall have the right to enter into Service Contracts, Revenue Generating Contracts and other contracts related to the operation of the Facility. All

such contracts shall be entered into by Manager, as agent on behalf of City. All Facility contracts, including Booking Contracts and Service Contracts, will be negotiated and priced by Manager using its existing forms (as applicable) and shall be entered into by Manager as agent on behalf of City; provided, however that City shall have the right of prior approval of all Material Contracts prior to their execution by Manager, which approval shall not be unreasonably withheld, conditioned, or delayed. All contracts entered into by Manager shall contain indemnification and insurance obligations on the part of each vendor, licensee or service provider, as is customary for the type of services or obligations being provided or performed by such parties, naming each of Manager and City as indemnified parties and additional insureds, respectively.

Section 14.3 Transactions with Affiliates. In connection with its obligations hereunder relating to the purchase or procurement of services for the Facility (including without limitation food and beverage services, ticketing services, Commercial Rights sales, web design services and graphic design services) with the prior approval of City (which approval shall not be unreasonably withheld or delayed), Manager may purchase or procure such services, or otherwise transact business with, an Affiliate of Manager, provided that the prices charged and services rendered by such Affiliate are competitive with those obtainable from any unrelated parties rendering comparable services. Manager shall, at the request of City, provide reasonable evidence establishing the competitive nature of such prices and services, including, if appropriate or requested by City, competitive bids from other persons seeking to render such services at the Facility.

ARTICLE 15

AGREEMENT MONITORING AND GENERAL MANAGER

Section 15.1 Contract Administrator. Each party shall appoint a contract administrator who shall monitor such party's compliance with the terms of this Agreement. Manager's contract administrator shall be its General Manager at the Facility, unless Manager notifies City of a substitute contract administrator in writing. City shall notify Manager of the name of its contract administrator within thirty (30) days of execution hereof. Any and all references in this Agreement requiring Manager or City participation or approval shall mean the participation or approval of such party's contract administrator.

ARTICLE 16

INDEMNIFICATION

Section 16.1 Indemnification by Manager. Manager agrees to defend, indemnify and hold harmless City, its Affiliates, and each of their respective directors, officers, employees, agents, successors and assigns (collectively, "**City Indemnified Parties**") against any third party claims or causes of action, and all costs, expenses (including reasonable attorneys' fees) liabilities, or damages relating to such third party claims (collectively, "**Losses**") suffered by the City Indemnified Parties, to the extent caused by (a) negligent act or omission, or intentional misconduct, on the part of Manager or any of its employees or agents in the performance of its obligations under this Agreement, or (b) breach by Manager of any of its representations, covenants or agreements made herein. Notwithstanding the foregoing, the foregoing indemnification and defense obligations shall not apply to the extent the Losses are caused by any of the following: ("**Excluded Claims**"): (a) any negligent act or omission, or intentional misconduct, or failure to comply with Laws, on the part of City or any of its employees or agents in the performance of its obligations under this Agreement, (b) a breach by City of any of its representations, covenants or agreements made herein, including without limitation City's obligation to

fund budgeted or otherwise approved expenses in a timely manner, (c) any environmental condition at the Facility or on or under the premises on which the Facility is located not caused by Manager, its employees or agents, (d) any structural defect with respect to the Facility, (e) the fact that any time prior to, as of, or after the date hereof the Facility is not or has not been in compliance with all Laws, including, but not limited to, the Americans With Disabilities Act as it now exists and as it may be amended in the future by statute or judicial interpretation, (f) any act or omission carried out by Manager at or pursuant to the direction or instruction of City, its agents or employees, (g) any claims relating to the Facility or its operations accruing or caused by occurrences prior to the Effective Date or following termination or expiration of this Agreement, and (h) any withdrawal liability for a share of unfunded vested benefits under multiemployer plans (as that term is defined in 4001(a)(3) of the Employee Retirement Income Security Act of 1974, as amended).

Section 16.2 Conditions to Indemnification. With respect to each separate matter brought by any third party against which a party hereto ("**Indemnatee**") is indemnified by the other party ("**Indemnitor**") under this Article 16, the Indemnitor shall be responsible, at its sole cost and expense, for controlling, litigating, defending and/or otherwise attempting to resolve, through counsel of its choice, any proceeding, claim, or cause of action underlying such matter, except that (a) the Indemnatee may, at its option, participate in such defense or resolution at its expense and through counsel of its choice; (b) the Indemnatee may, at its option, assume control of such defense or resolution if the Indemnitor does not promptly and diligently pursue such defense or resolution, provided that the Indemnitor shall continue to be obligated to indemnify the Indemnatee hereunder in connection therewith; and (c) neither Indemnitor nor Indemnatee shall agree to any settlement without the other's prior written consent (which shall not be unreasonably withheld or delayed). In any event, Indemnitor and Indemnatee shall in good faith cooperate with each other and their respective counsel with respect to all such actions or proceedings, at the Indemnitor's expense. With respect to each and every matter with respect to which any indemnification may be sought hereunder, upon receiving notice pertaining to such matter, Indemnatee shall promptly give reasonably detailed written notice to the Indemnitor of the nature of such matter and the amount demanded or claimed in connection therewith.

Section 16.3 Survival. The obligations of the parties contained in Articles 3.3, 4 and 16 shall survive the termination or expiration of this Agreement.

ARTICLE 17 INSURANCE

Section 17.1 Types and Amount of Coverage. Manager agrees to obtain insurance coverage in the manner and amounts as set forth in Exhibit C, attached hereto, and shall provide to City promptly following the Effective Date a certificate of certificates of insurance evidencing such coverage. Manager shall maintain such referenced insurance coverage at all times during the Term, and will not make any material modification or change from these specifications without the prior approval of City. Each insurance policy shall include a requirement that the insurer provide Manager and City at least thirty (30) days written notice of cancellation or material change in the terms and provisions of the applicable policy. The cost of all such insurance shall be an Operating Expense, and may, in Manager's discretion, constitute a portion of any premiums if such insurance premiums are paid by Affiliate of Manager as a part of a corporate policy, as reasonably allocated by Manager.

Section 17.2 Rating; Additional Insureds. All insurance policies shall be issued by insurance companies rated no less than A VIII in the most recent "Bests" insurance guide, and licensed in the State of Alabama or as otherwise agreed by the parties. All such policies shall be in such form and contain

such provisions as are generally considered standard for the type of insurance involved. The commercial general liability policy, automobile liability insurance policy and umbrella or excess liability policy to be obtained by Manager hereunder shall name City as an additional insured. The workers' compensation policy to be obtained by Manager hereunder shall contain a waiver of all rights of subrogation against City. Manager shall require that all third-party users of the Facility, including without limitation third-party licensees, ushers, security personnel and concessionaires, provide certificates of insurance evidencing insurance appropriate for the types of activities in which such user is engaged. If Manager subcontracts any of its obligations under this Agreement, Manager shall require each such subcontractor to secure insurance that will protect against applicable hazards or risks of loss as and in the minimum amounts designated herein, and name Manager and City as additional insureds.

ARTICLE 18 REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 18.1 Manager Representations and Warranties. Manager hereby represents, warrants and covenants to City as follows:

(a) that it has the full legal right, power and authority to enter into this Agreement and to grant the rights and perform the obligations of Manager herein, and that no third-party consent or approval is required to grant such rights or perform such obligations hereunder; and

(b) that this Agreement has been duly executed and delivered by Manager and constitutes a valid and binding obligation of Manager, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar Laws affecting creditors' rights generally or by general equitable principles.

(c) that Manager will comply with all Laws applicable to the Services, provided that Manager shall not have any liability for failing to comply with any Laws if compliance would require an expenditure at the Facility which City fails or refuses to fund after written notice from Manager and for which the City is responsible for funding under this Agreement.

Section 18.2 City Representations, Warranties and Covenants. City represents, warrants and covenants to Manager as follows:

(a) that it has the full legal right, power and authority to enter into this Agreement and to grant the rights and perform the obligations of City herein, and that no other third-party consent or approval is required to grant such rights or perform such obligations hereunder.

(b) that this Agreement has been duly executed and delivered by City and constitutes a valid and binding obligation of City, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally or by general equitable principles.

(c) that City will comply with all Laws applicable to its ownership of the Facility.

ARTICLE 19 MISCELLANEOUS

Section 19.1 PCI Compliance. Manager agrees to comply with all current Payment Card Industry Data Security Standards (“**PCI Standards**”) and guidelines that may be published from time to time by Visa, MasterCard or other associations as they relate to the physical storage of credit card data. For PCI Standards compliance purposes, City will provide on a segmented network, an appropriate number of wired data connections to the Internet for point-of-sale devices to be used by Manager and any contractors at the Facility. City shall be responsible for the security of its network, including, without limitation, applicable PCI-DSS compliance, and for procuring and installing point of sale (POS) payment systems that are compliant with the latest PCI-DSS requirements. If at any time either party determines that card account number or other information has been compromised, such party will notify the other immediately and assist in providing notification to the proper parties as deemed necessary.

Section 19.2 No Discrimination. Manager agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, religion, color, sex, disability, national origin, ancestry, physical handicap, or age, and will take affirmative steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, religion, color, sex, disability, national origin, ancestry, physical handicap, or age.

Section 19.3 Use of Facility Names and Logos. Manager shall have the right to use throughout the Term (and permit others to use in furtherance of Manager’s obligations hereunder), for no charge, the name and all logos of the Facility, on Manager’s stationary, in its advertising of the Facility, and whenever conducting business of the Facility; provided, that Manager shall take all prudent and appropriate measures to protect the intellectual property rights of City relating to such logos. All intellectual property rights in any Facility logos developed by the Manager or City shall be and at all times remain the sole and exclusive property of City. Manager agrees to execute any documentation requested by City from time to time to establish, protect or convey any such intellectual property rights.

Section 19.4 Facility Advertisements. City agrees that in all advertisements placed by City for the Facility or events at the Facility, whether such advertisements are in print, on radio, television, the internet or otherwise, it shall include a designation that the Facility is a “Managed by OVG 360” or its successor or assigns allowed pursuant to the terms of this Agreement.

Section 19.5 Force Majeure; Casualty Loss.

(a) Neither party shall be liable or responsible to the other party for any delay, loss, damage, failure or inability to perform under this Agreement due to an Event of Force Majeure, provided that the party claiming failure or inability to perform provides written notice to the other party within thirty (30) days of the date on which such party gains actual knowledge of such Event of Force Majeure. Notwithstanding the foregoing, in no event shall a party’s failure to make payments due hereunder be excusable due to an Event of Force Majeure.

(b) In the event of damage or destruction to a material portion of the Facility by reason of fire, storm or other casualty loss that renders the Facility (or a material portion thereof) untenable, City shall use reasonable efforts to remedy such situation. If notwithstanding such efforts, such damage or destruction is expected to render the Facility (or a material portion thereof) untenable for a period estimated by an architect selected by City at Manager’s request, of at least one hundred eighty (180) days from the date of such fire, storm or other casualty loss, either party may terminate this Agreement upon written notice to the other, provided that (i) City shall pay to Manager its costs of withdrawing from services hereunder, as described in Section 4.3(a) above, and (ii) in the event the

Facility once again becomes tenable at any time during the Term, then so long as the damage or destruction was not caused by the negligent act or omission of Manager, this Agreement shall, at the option of Manager, once again become effective and Manager shall manage and operate the Facility under the terms hereof for the remainder of the original Term.

Section 19.6 Assignment; Binding on Successors and Assigns. Neither party may assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed, except that the Manager may assign this Agreement (i) in connection with a sale of all or substantially all of its business or assets as long as the acquiring entity has substantially similar financial resources as Manager and has the demonstrable ability, including based on historical data, to successfully manage and operate the Facility and to procure and provide Live Nation events/content consistent with Manager's past practice, or (ii) to an Affiliate where such assignment is intended to accomplish an internal corporate purpose of Manager as opposed to materially and substantially altering the method of delivery of services to City and Manager remains responsible for the obligations in this Agreement. Any purported assignment in contravention of this Section shall be void. This Agreement is binding on successors and permitted assigns of the parties.

Section 19.7 Notices. All notices required or permitted to be given pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, or by generally recognized, prepaid, overnight air courier services, to the address and individual set forth below. All such notices to either party shall be deemed to have been provided when delivered, if delivered personally, three (3) days after mailed, if sent by registered or certified mail, or the next business day, if sent by generally recognized, prepaid, overnight air courier services.

If to City:

City of Mobile
Attn: Mayor
205 Government Street
Mobile Government Plaza
Mobile, AL 36644

With a copy to:

C. Britton Bonner
Adams & Reese LLP
11 North Water Street; Suite 23200
Mobile, AL 36644

City of Mobile
Attn: City Attorney
205 Government Street
Mobile Government Plaza
Mobile, AL 36644

If to Manager:

OVG 360
5050 S. Syracuse St., 8th Floor
Denver, CO 80237
Attn: Chief Operating Officer

With a copy to:

OVG 360
5050 S. Syracuse St., 8th Floor
Denver, CO 80237
Attn: General Counsel

The designation of the individuals to be so notified and the addresses of such parties set forth above may be changed from time to time by written notice to the other party in the manner set forth above.

Section 19.8 Severability. If a court of competent jurisdiction determines that any term of this Agreement is invalid or unenforceable to any extent under applicable law, the remainder of this Agreement (and the application of this Agreement to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

Section 19.9 Entire Agreement. This Agreement (including the exhibits attached hereto) contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior negotiations, correspondence, conversations, agreements, and understandings concerning the subject matter hereof. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations, agreements or understandings, whether oral or written. For the sake of clarity, this Agreement is not intended to and shall not supersede or replace the Convention Center and Saenger Theater Management Agreement or the Interim Management and Consulting Agreement, each of which shall remain in full force and effect according to their terms except that, as set forth in Section 4.1 above, upon the Effective Date the Pre-Opening Consulting Duties (as defined in the Interim Management and Consulting Agreement) and the Pre-Opening Consulting Duties for New Arena Fixed Fee (as defined in the Interim Management and Consulting Agreement) provided in the Interim Management and Consulting Agreement, shall terminate.

Section 19.10 Governing Law. The Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Alabama, without regard to its conflict of laws principles.

Section 19.11 Amendments. This Agreement may not be amended except by an instrument in writing signed by an authorized representative of each of the Parties.

Section 19.12 Waiver; Remedies. No failure or delay by a party hereto to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of this Agreement, but each and every term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. The remedies provided in this Agreement are cumulative and not exclusive of the remedies provided by law or in equity.

Section 19.13 Relationship of Parties. Manager and City acknowledge and agree that they are not joint venturers, partners, or joint owners with respect to the Facility, and nothing contained in this Agreement shall be construed as creating a partnership, joint venture or similar relationship between City and Manager. In operating the Facility, entering into contracts, accepting reservations for use of the Facility, and conducting financial transactions for the Facility, Manager acts on behalf of and as agent for City (but subject to the limitations on Manager's authority as set out in this Agreement), with the fiduciary duties required by law of a party acting in such capacity.

Section 19.14 Third Party Beneficiaries. Other than the indemnitees listed in Section 15.1 hereof (who are third party beneficiaries solely with respect to the indemnification provisions in such sections), OVGH (who is a third party beneficiary solely with respect to the provisions hereof relating to Food and Beverage Services (including the compensation terms related thereto) and OVG Parking, LLC (who is a third party beneficiary solely with respect to Section 5.9 and Schedule G hereof), there are no intended third party beneficiaries under this Agreement, and no third party shall have any rights or make any claims hereunder, it being intended that solely the parties hereto (and the aforementioned

indemnitees with respect to the indemnification provisions hereof) shall have rights and may make claims hereunder.

Section 19.15 Attorneys Fees. If any suit or action is instituted by either party hereunder, including all appeals, the prevailing party in such suit or action shall be entitled to recover reasonable attorney fees and expenses from the non-prevailing party, in addition to any other amounts to which it may be entitled.

Section 19.16 Limitation on Damages. In no event shall either party be liable or responsible for any punitive damages or consequential damages (including lost profits), provided that the foregoing shall not limit or restrict any claim by Manager for the fees and other payments described herein upon a Breach by the City.

Section 19.17 Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document. This Agreement may be executed by the parties and transmitted by electronic transmission, and if so executed and transmitted, shall be effective as if the parties had delivered an executed original of this Agreement.

Section 19.18 Confidentiality. Any property of City that is received by Manager, and all records and papers of any kind relating to City, shall be exclusive property of City and shall be held or used by Manager solely for the benefit of City and returned to it promptly upon termination of this Agreement or earlier request of City. Without the prior written consent of an authorized officer of City, Manager shall not duplicate or disclose any confidential or proprietary information or trade secrets pertaining to the business, products or services of City to any person not employed by or a consultant for City and shall disclose such to persons employed by or a consultant for City only to the extent necessary for Manager to perform hereunder. The obligation to maintain confidentiality provided herein shall survive any termination or expiration of the Term of this Agreement.

Section 19.19 Trust and Confidence. Manager accepts the relationship of trust and confidence established by this Agreement with respect to all services, reporting and financial dealings and requirements under this Agreement and covenants with the City to cooperate with the City and exercise Manager's reasonable skill and judgment in furthering the interests of the City; to furnish efficient financial and business administration and supervision; to furnish at all times an adequate supply of workers; and to perform all services required hereunder in an expeditious and economical manner consistent with the City's interests.

Section 19.20 Immigration Law Compliance. By execution of this Agreement, Manager affirms, for the duration of this Agreement, that Manager will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Notwithstanding anything in this Agreement to the contrary, if Manager is found to be in violation of this provision, Manager shall be deemed in material breach of this Agreement and shall be responsible for all damages resulting therefrom.

Section 19.21 Boycotts Against Nations or Business Organizations. In compliance with Alabama Act No. 2016-312, Manager hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a Person based in or doing business with a jurisdiction with which this state can enjoy open trade.

Section 19.22 Economic Boycotts. In compliance with Alabama Act No. 2023-409, by signing this contract, Manager provides written verification that Manager, 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 such Act.

[Signatures on following page]

IN WITNESS WHEREOF, each party hereto has caused this Management Agreement to be executed on behalf of such party by an authorized representative as of the date first set forth above.

CITY OF MOBILE, ALABAMA

GLOBAL SPECTRUM, L.P.,
d/b/a OVG 360

By: Global Spectrum, LLC, its general
Partner

By: _____
Name: William S. Stimpson
Title: Mayor

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: Lisa C. Lambert
Title: City Clerk

SCHEDULE 1
MAP DEFINING OUTDOOR AREAS UNDER MANAGER’S MANAGEMENT

SCHEDULE II FACILITY MINIMUM REQUIREMENTS¹

- Front of house (180 degrees from the front edge of the stage) concert capacity of over 8,000 (not including premium seating areas).
- Minimum Premium seating capacities:
 - 16 Suites (12-16 seats each); 20 Loge Boxes (4-6 seats); Club(s) with capacity of 500
- Ice making capabilities to host minor league hockey, with an arena program/design to accommodate AHL standards
- Appropriate number and size of locker rooms consistent with minor league hockey standards
- Digital signage in and around the arena to provide adequate inventory to attain sponsorship sales goals
- LED Digital marquis visible from Interstate 10 located on the exterior of the arena or on the arena property
- Adequate offices to accommodate venue management staff

¹ NTD: To be confirmed with Volkert prior to finalizing and executing.

EXHIBIT A-1 PRE-OPENING DUTIES

During the Pre-Opening Period, OVG shall perform the following consulting services in respect of the Facility:

- (a) Assist City with its review of the design of the Facility and make recommendations to City with respect to such design.
- (b) Advise City on any construction and operational issues with respect to the Facility.
- (c) Advise City on risk management and insurance needs in connection with the operation of the Facility.
- (d) Assist City in developing and implementing an IT plan for the Facility.
- (e) Develop and recommend a proposed inventory of FF&E to be used at the Facility, including those relating to food and beverage services.
- (f) Prepare and submit to City a list of operating supplies necessary for the start-up of the Facility.
- (g) Prepare and submit to City food and beverage budget, menu concepts (including proposed pricing) and food and beverage designs, including layouts for kitchens and concession stands.
- (h) Work with City to secure appropriate operating licenses for the Facility.
- (i) Prepare and submit to City pre-opening and operational sales, marketing, public relations, advertising, promotion, and revenue-generating event booking strategies and plans for maximizing revenues from the Facility.

OWNER ACKNOWLEDGES THAT NEITHER MANAGER NOR ITS EMPLOYEES, AGENTS, PARTNERS, OR AFFILIATES, ARE ARCHITECTS, GENERAL CONTRACTORS, ENGINEERS OR FINANCIAL ADVISORS, AND THEIR CONSULTING SERVICES PROVIDED UNDER THIS AGREEMENT ARE BASED ON THEIR OPERATIONAL KNOWLEDGE OF SPORTS COMPLEXES, ARENAS, STADIUMS AND OTHER SIMILAR FACILITIES AND SHOULD NOT BE CONSTRUED AS A REPRESENTATION OF ARCHITECTURAL, CONSTRUCTION, ENGINEERING OR FINANCIAL PRACTICES. NEITHER OWNER NOR ANY OF ITS RESPECTIVE AGENTS, CONSULTANTS, CONTRACTORS, OR REPRESENTATIVES, WILL RELY UPON MANAGER OR ITS EMPLOYEES, AGENTS, PARTNERS, OR AFFILIATES AS HAVING ARCHITECTURAL, CONSTRUCTION, ENGINEERING OR FINANCIAL EXPERTISE.

II. Pre-Opening Management

- (a) Develop an Operations Manual for the Facility. Manager shall deliver a “template” of the Operations Manual to the City within thirty (30) days of the Effective Date, and shall customize such template to apply to the Facility no less than ninety (90) days prior to the Opening Date. The final version of the Operations Manual shall be mutually agreed upon by the parties.

(b) Establish prices, rates and rate schedules for user, license, concessions, occupancy, and advertising agreements, and booking commitments, at the Facility. Manager may deviate from the established rate schedule when entering into any such agreements if determined by Manager, using its reasonable business judgment, to be necessary or appropriate with respect to the specific situation.

(c) Procure, negotiate, execute, administer and assure compliance with Service Contracts. All such agreements shall provide for termination in the event the Facility is not constructed or completed for any reason.

(d) Procure, negotiate, execute, administer and assure compliance with Revenue Generating Contracts. All such agreements shall provide for termination in the event the Facility is not constructed or completed for any reason.

(e) Arrange for and otherwise book events at the Facility in accordance with a booking schedule to be developed by Manager.

(f) Plan, promote and execute, in conjunction with the City, a “grand opening” event or events at the Facility.

(g) Engage, supervise and direct all personnel at the Facility that Manager deems necessary to perform the pre-opening services described herein, and conduct staff planning, retention and training programs with respect to such personnel as determined to be necessary by Manager in its sole discretion.

(h) Maintain detailed, accurate and complete financial and other records of all its activities under this Agreement in accordance with generally accepted accounting principles, which records shall be made available to the City upon request, in accordance with Section 12.1 of the Agreement.

(i) Submit to the City in a timely manner financial and other reports detailing Manager’s activities in connection with the Facility, as set forth in Section 12.2 of the Agreement.

(j) Cause such other acts and things to be done with respect to the Facility, as determined by Manager in its reasonable discretion to be necessary for the management and operation of the Facility prior to the Opening Date.

EXHIBIT A-2
MANAGER DUTIES DURING OPERATING TERM

Manager's obligations under the Agreement during the Operating Term shall consist of the following obligations for the Facility, all of which are subject to the terms hereof and the controls and restrictions in the Operations Manual:

(a) Manage all aspects of the Facility in accordance with the Operations Manual and the terms of this Agreement, including but not limited to managing guest services, event conversion, purchasing, payroll, fire prevention, security, crowd control, evacuation and emergency response plan, routine repairs, preventative maintenance, janitorial services, promotions, advertising, energy conservation, ticketing, box office, admission procedures, parking for the Facility, and general user services.

Without limiting the foregoing, Manager shall have the exclusive right to provide, and shall provide, the Food and Beverage Services at the Facility. Manager may engage sub-contractors (including without limitation an Affiliate) to sell food and beverages at the Facility. In connection with its Food and Beverage Services, Manager shall (or shall cause such subcontractor engaged by Manager to):

(i) Develop and implement all necessary policies and procedures for the food and beverage operations;

(ii) Engage and oversee employees necessary to perform the Food and Beverage Services;

(iii) Manage the Food and Beverage Service in compliance with and subject to all federal, state and local laws, ordinances and regulations (including, without limitation, health and sanitation codes and regulations with respect to the sanitation and purity of the food and beverage products for sale);

(iv) Arrange for all minor repairs and routine maintenance to the equipment used in the operation of the Food and Beverage Service;

(v) Keep the food and beverage Facility and equipment neat, clean and in a sanitary condition;

(vi) Undertake appropriate advertising, marketing and promotion of the food and beverage offerings at the Facility;

(vii) Develop menus, portions, brands, prices, themes and marketing approaches. Manager shall be entitled to set the prices for such items for sale, but Manager agrees to confer with the City Contract Administrator and take his or her views into account prior to setting (or changing) such prices and, to the extent inconsistent, the City Contract Administrator's determination as to price for such items will control;

(viii) Order, stock, prepare, pay for (as an Operating Expense) and sell appropriate foods and beverages; and

(ix) Adhere to the requirements set forth in Exhibit F.

(b) Establish and adjust prices, rates and rate schedules for user, license, concessions, occupancy, and advertising agreements, and booking commitments. Manager may deviate from the established rate schedule when entering into any such agreements if determined by Manager, using its reasonable business judgment, to be necessary or appropriate with respect to the specific situation.

(c) Procure, negotiate, execute, administer and assure compliance with all contracts related to the operation of the Facility, including Service Contracts, Booking Contracts, Revenue Generating Contracts, Material Contracts, except as otherwise provided in the Agreement.

(d) Require that all material vendors and licensees of the Facility execute vendor/license agreements containing industry standard indemnification and insurance obligations on the part of each such vendor/licensee, and provide the City with a copy of all such agreements upon request.

(e) Provide standard form advertising and Sponsorship contracts and user/rental agreements for use at or with respect to the Facility. Manager shall submit such form agreements to City for review and comment, and the parties shall work together to finalize such forms. Once finalized, Manager shall use such forms in furtherance of its duties hereunder, and shall not materially deviate from the terms contained in such forms without obtaining the prior approval of City (which shall not be unreasonably withheld). Manager's sole responsibility with regard to providing legal advice or assistance hereunder shall be to provide such standard form contracts.

(f) Operate and maintain the Facility, including the equipment utilized in connection with its operation and any improvements made during the term of this Agreement, in the condition received, normal wear and tear excepted.

(g) Arrange for and otherwise book events at the Facility in accordance with a booking schedule to be developed by Manager.

(h) Hire or otherwise engage, pay, supervise, and direct all personnel Manager deems necessary for the operation of the Facility in accordance with Article 6 of the Agreement, and conduct staff planning, retention and training programs to the highest industry standards.

(i) Maintain detailed, accurate and complete financial and other records of all its activities under this Agreement in accordance with generally accepted accounting principles, in accordance with Section 12.1 of the Agreement, which records shall be made available to the City as set forth herein.

(j) Submit to City in a timely manner financial and other reports detailing Manager's activities in connection with the Facility, as set forth in Section 12.2 of the Agreement.

(k) Prepare a proposed annual Operating Budget in accordance with Article 8 of the Agreement.

(l) Pay all Operating Expenses and other expenses incurred in connection with the operation, maintenance, supervision and management of the Facility as provided in the Agreement.

(m) Secure, or assist City (or any other third party, as applicable) to secure, all licenses and permits necessary for the operation and use of the Facility for the specific events to be held therein, and

for the general occupancy of the Facility, including without limitation all necessary food and liquor licenses, and renewals thereof. City shall cooperate in this process to the extent reasonably required.

(n) Collect, deposit and hold in escrow in the Event Account any ticket sale revenues which it receives in the contemplation of or arising from an event pending the completion of the event, as more fully described in Section 9.1 of the Agreement.

(o) Collect in a timely manner and deposit in the Operating Account all Revenue, as more fully described in Section 9.2 of the Agreement.

(p) Pay all Taxes.

(q) Plan, prepare, implement, coordinate and supervise all public relations and other promotional programs for the Facility.

(r) Prepare, maintain and implement on a regular basis a Marketing Plan for the Facility.

(s) Manage, market and sell Commercial Rights at or in connection with the Facility.

(t) On an annual basis, cause a written inventory to be taken of all furniture, fixtures, office equipment, supplies, tools and vehicles at the Facility, and deliver a written report of the foregoing to City. Manager shall document all major damage to, or loss in, such inventory during the Term as soon as such damage or loss is discovered by Manager, and promptly notify City of any such damage or loss.

(u) As Manager determines may be reasonably required for operations, purchase, on behalf of City, and maintain during the Term, as Operating Expenses, all materials, tools, machinery, equipment and supplies necessary for the operation of the Facility.

(v) As agent for City, manage risk management and maintain insurance needs and coordinate with the City, including Manager's insurance as more fully described in Article 17 of the Agreement.

(w) Make and be responsible for all routine and minor repairs, maintenance, preventative maintenance, and equipment servicing. Manager shall be responsible for ensuring that all repairs, replacements, and maintenance shall be of a quality and class at least equal to that of the item being repaired, replaced or maintained. Any replacement of an item in inventory, or any new item added to the inventory, which is paid for by City, shall be deemed the property of City.

(x) Cause such other acts and things to be done with respect to the Facility, as determined by Manager in its reasonable discretion to be necessary for the management and operation of the Facility following the Effective Date.

(y) In connection with the food and beverage operations at the Facility, cause any concessionaire to create a "uniquely Mobile" food and beverage experience for Facility patrons; such concessionaire shall endeavor to create such "uniquely Mobile" food experience through (i) engagement of local vendors with a Mobile business license, and/or (ii) non-national food and beverage brands either headquartered in Alabama or a public association with Mobile and/or Alabama.

(z) Cooperate with the City for hurricane preparedness and, in that connection, to enter into emergency cleanup contracts for the Facility, as necessary.

(aa) Respond timely to all inquiries, comments and complaints communicated to the City or to Manager by members of the public.

EXHIBIT B
EXISTING CONTRACTS

EXHIBIT C INSURANCE

At all times during this Agreement, Manager shall maintain the following insurance coverage:

- (a) commercial general liability insurance, including products and completed operations, bodily injury and property damage liability, contractual liability, independent contractors' liability and personal and advertising injury liability against claims occurring on, in, or about the Facility, or otherwise arising under this Agreement;
- (b) umbrella or excess liability insurance;
- (c) commercial automobile liability insurance, including coverage for the operation of owned, leased, hired and non-owned vehicles;
- (d) workers compensation and employer's liability insurance as shall be required by and be in conformance with the laws of the State of Alabama;
- (e) professional liability insurance and self-insured employment practices liability coverage;
- (f) employment practices liability insurance;
- (g) pollution liability; and
- (h) crime coverage.

A renewal binder of coverage shall be delivered by the named insured to the City prior to a policy's expiration date, with a complete copy of such renewal insurances to follow.

Such liability insurance shall be maintained in the following minimum amounts throughout the Term:

Commercial General Liability

\$1,000,000 per occurrence
\$1,000,000 personal and advertising injury
\$1,000,000 products-completed operations aggregate

Umbrella or Excess Liability

\$5,000,000 per occurrence and aggregate

Automobile Liability

\$1,000,000 per accident (PI and PD combined single limit)
\$1,000,000 uninsured/underinsured motorist

Workers Compensation

Workers Compensation: Statutory

Employer's Liability: \$100,000 each accident-bodily injury by accident

\$500,000 policy limit-bodily injury by disease

\$100,000 each employee-bodily injury by disease

Professional Liability/Errors & Omissions (Claims Made basis)

\$1,000,000 each occurrence/aggregate

Employment Practices Liability Insurance (Claims Made basis)

\$1,000,000

Pollution Liability (Claims Made basis)

\$1,000,000

Crime Insurance

Coverage on all on-site Manager employees. Limit: \$1,000,000.00

EXHIBIT D
PRE-OPENING EXPENSE BUDGET

EXHIBIT E
MOBILE FIRST INITIATIVE

EXHIBIT F
FOOD AND BEVERAGE SERVICES

1. **REPORTING OBLIGATIONS.** Before the end of each calendar month during the Term, Manager shall provide, or cause OVGH to provide, the City with a statement of Food and Beverage Commissions and Food and Beverage Revenues for the previous calendar month.

2. **F&B EMPLOYEES.**

(A) **Staffing Levels and Training.** Manager shall cause OVGH to provide adequate numbers of staff for all catered events and for concessions. All of OVGH's employees involved in the sale, service, and distribution of alcoholic beverages shall be trained by OVGH in effective alcohol awareness, which includes training consistent with any applicable laws of the City or the State of Alabama.

(B) **Food and Beverage Director.** Manager shall cause OVGH to select a Food and Beverage Director ("FBD") to oversee the Food and Beverage Services at the Facility (the "F&B Services"). The FBD shall report to Manager's General Manager.

3. **MANAGER'S OPERATIONAL RESPONSIBILITIES.**

(A) **Periods of Operations.** Manager shall cause OVGH to provide the Food and Beverage Services at such times as shall be reasonably necessary to serve customers of the Facility.

(B) **Quality.** All food and beverage items offered for sale by OVGH shall be of high quality. Manager shall not permit for sale any food or beverage items that are spoiled, of poor quality, or otherwise unfit for consumption, and any such items shall immediately be removed by Manager or OVGH from any food preparation or service area. Manager shall cause OVGH to maintain a level of service that will provide an effective and convenient operation of food and beverage service. All food, drinks, beverages, confections and other items sold or kept for sale at the concessions will conform in all respects to applicable federal, state and city regulations.

(C) **Notice of Health Code Violations.** Manager shall, or shall cause OVGH to, provide the City, immediately upon Manager's or OVGH's receipt, copies of any reports, citations, or notices that appear from the local health department, as well as copies of any Manager or OVGH field inspection reports in response thereto. Manager shall, or shall cause OVGH to, promptly correct any such violations and pay any applicable fines, the costs of which shall be deemed an Operating Expense.

(D) **Cleaning.** Manager shall, or shall cause OVGH to, maintain all food service equipment in a clean and sanitary condition.

(E) **Removal of Trash and Garbage.** Manager shall, or shall cause OVGH to, be responsible for the removal of all trash, refuse and garbage produced by the F&B Services.

(F) Guidelines. Manager shall, and shall cause OVGH to, adhere to the guidelines set forth in its banquet server guidelines and concession point of service ratio guidelines, copies of which are available for review by the City.

(G) Menus and Pricing. Manager and OVGH shall be entitled to set the prices for such items for sale, but Manager agrees to confer with the City Contract Administrator and take his or her views into account prior to setting (or changing) such prices and, to the extent inconsistent, the City Contract Administrator's determination as to price for such items will control.

(H) Liquor License. Manager or OVGH, as applicable, shall maintain a liquor license (unless hereinafter prohibited by law) and all other licenses or permits required by law to provide the Food and Beverage Services. Manager shall, or shall cause OVGH to, pay all federal, state and local license and permit fees and collect, withhold, remit, and/or pay for all sales, use and excise taxes and compensation taxes relating to the provision of the Food and Beverage Services. The costs of the foregoing shall be an Operating Expense.

4. Catering Fees. As a rule, no outside catering will be permitted in the Facility. However, the City and Manager acknowledge that there may be exceptions to this rule which have been historically granted at the Mobile Civic Center. In all cases where such permission has been granted to a non-profit organization, the licensee for the event will be charged a fee as mutually agreed upon by Manager and the City. The fee so charged shall be included as part of the Food and Beverage Catering Revenue. In addition, the licensee for the event shall be required to secure all necessary licenses for such service and will be required to provide the appropriate insurance coverages, naming Manager, OVGH, and City as additional insureds.

EXHIBIT G
PARKING GARAGE TERMS

OVG Parking, LLC, an affiliate of Manager, shall manage the Parking Garage on the following terms:

1. Base Fee to be paid to OVG Parking, LLC of \$1,750 per month (increased annually by CPI)
2. Incentive Fee to be paid to OVG Parking, LLC each year equal to 2% of parking facility gross margin (defined as parking garage revenue less parking garage operating expenses) each year. Parking garage revenue shall include all revenues generated by OVG Parking's management and operation of the garage, from both arena events and otherwise, and parking garage operating expense shall mean all expenses incurred by OVG Parking, LLC in connection with its management and operation of the Parking Garage, from both arena events and otherwise.
3. If there are net losses from the operation of the garage (i.e., a negative parking facility gross margin), those losses shall be funded by the City; OVG Parking, LLC shall not have any responsibility for such losses.
4. OVG Parking, LLC shall ensure the Parking Garage is utilized for parking for Events at the Facility, as well as daily and monthly (if applicable) parking, subject to the rights of the U.S. Army Corps of Engineers to utilize parking spaces in the Parking Garage as described in the Agreement dated _____ between such party and the City.



AGENDA ITEM SUMMARY SHEET

Agenda of: January 28, 2025

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Authorize execution of Letter of Agreement with National Maritime Museum of the Gulf of Mexico to pay off outstanding debt.

Amount of Contract:

\$747,934.14

Funding Source

10042500 / 49130

ATTACHMENTS:

1. Resolution.GulfQuest Letter of Agreement
2. Letter Agreement (2025) - Gulfquest and City_for City execution(56300794.1)

REVIEWERS:

Patricia Primm

Scott Collins

Chris Kern

James Barber

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, 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 Letter of Agreement between National Maritime Museum of the Gulf of Mexico Holdings, National Maritime Museum of the Gulf of Mexico Holdings II, the National Maritime Museum of Gulf of Mexico (GulfQuest) and the City of Mobile, for payment of funds for outstanding debt, as outlined in the Letter of Agreement. A copy of said agreement is on file in the Office of the City Clerk.

Adopted:

City Clerk

January 14th, 2025

City of Mobile
205 Government St.
Mobile, AL 36602

RE: Agreement and Indemnity from the National Maritime Museum of the Gulf of Mexico ("NMMGM") , National Maritime Museum of the Gulf of Mexico Holdings ("Holdings") , and National Maritime Museum of the Gulf of Mexico Holdings II ("Holdings II") (NMMGM, Holdings and Holdings II collectively referred to herein as "Museum")

Dear City of Mobile,

Museum understands that the City has offered to pay NMMGM a sum of \$433,344 which Museum must use to pay off outstanding amounts owed to 1220 Exhibits, Inc. and Monadnock Media, Inc. ("Litigious Creditors") in order to avoid lawsuits being filed by said Litigious Creditors against Museum. Museum further understands that the City has offered to pay the outstanding debt of \$314,590.14 that the Museum owes to Hancock Whitney Bank, a lending group of banks, Felder Services, LLC, Gwin's Commercial Printing, and Ben M. Radcliff Contractor, Inc. ("Other Creditors"). Litigious Creditors and Other Creditors shall be collectively referred to herein as "Creditors." The total amount to be paid by the City to NMMGM is \$747,934.14. Museum understands and agrees that as a condition precedent to the City making such payment to NMMGM, the City is requiring (i) Creditors and Museum to execute settlement and release agreements and (ii) Museum to execute this letter agreement.

In consideration of the premises and other consideration received by Museum and the City, the receipt and sufficiency of which is hereby acknowledged by said parties, Museum agrees as follows:

1. Museum shall not seek any further payment from the City for any future debts of Museum or its affiliated entities.
2. Museum agrees to indemnify and hold harmless City from any and all claims from any third parties claiming right to reimbursement of debt incurred by Museum or by its affiliated entities. The City agrees that this indemnity is given by NMMGM, Holdings and Holdings II and not the board of trustees of these entities or its individual board members.

[Remainder of this Page is Intentionally Left Blank]

Sincerely,

National Maritime Museum of the Gulf of Mexico

By: [Signature]
Name: Michael B. Lee
Its: Chairman

National Maritime Museum of the Gulf of Mexico Holdings II

By: [Signature]
Name: Marietta M. URBQUART
Its: member

National Maritime Museum of the Gulf of Mexico Holdings

By: [Signature]
Name: Marietta M. URBQUART
Title: member

[Acceptance Signature On Following Page]

Accepted by:

City of Mobile
an Alabama municipal corporation

By: _____
William S. Stimpson, its Mayor

Date: _____

Attest:

Lisa Lambert, City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: January 28, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to CivicPlus, Inc., for annual renewal of CivicClerk agenda software for City Clerk.

Amount of Contract:

\$21,316.05

Funding Source

Capital equipment

ATTACHMENTS:

1. 20250113 CivicPlus Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 21 Jan 2025
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 CivicPlus, Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to CivicPlus, Inc., for annual renewal of CivicClerk agenda
software for City Clerk.
Capital equipment.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$21,316.05

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, Price below bid requirement.

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>3798</u>	2025	(1030) CITY CLERK	ANNUAL SUBSCRIPTION RENEWAL FOR CIVICCLERK AGENDA MANAGEMENT SOFTWARE FOR CITY CLERK (BID EXEMPT AS SOFTWARE)	\$21,316.05	<u>(295715)</u> <u>CIVICPLUS, INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003798-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: 9105fola Status: Approved	Page 1
--	--	--------

Vendor
 CIVICPLUS, INC
 P O BOX 737311

 DALLAS, TX 75373
 UNITED STATES

Ship To
 CITY CLERK
 205 GOVERNMENT STREET
 9TH FLR S TOWER ROOM 908
 MOBILE, AL 36644
 TIERENEY.LEVERETTE@CITYOFMOBILE.ORG

Delivery Reference
 TIERENEY LEVERETTE

Deliver To
 CITY CLERK
 205 GOVERNMENT STREET
 9TH FLR S TOWER ROOM 908
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/02/25	1295715				CITY CLERK

LN	Description / Account	Qty	Unit Price	Net Price
----	-----------------------	-----	------------	-----------

General Notes

STATE OF ALABAMA CODE #41-16-51(a)(8) SOFTWARE EXEMPTION.

001	RENEWAL PER INVOICE #313266. CIVIC CLERK ANNUAL FEE - AGENDA AND MINUTES MANAGEMENT UNLIMITED STORAGE, UNLIMITED USERS, UP TO 3 CONCURRENT STREAMS CIVIC CLERK LIVE MEETING MANAGER ANNUAL FEE - LIVE MEETING, ELECTRONIC VOTING, DISPLAY PAGES CUSTOM IDP INTEGRATION ANNUAL FEE 10/31/2024-10/30/2025. Additional Description Notes CIVIC CLERK ANNUAL FEE - AGENDA AND MINUTES MANAGEMENT UNLIMITED STORAGE, UNLIMITED USERS, UP TO 3 CONCURRENT STREAMS CIVIC CLERK LIVE MEETING MANAGER ANNUAL FEE - LIVE MEETING, ELECTRONIC VOTING, DISPLAY PAGES CUSTOM IDP INTEGRATION ANNUAL FEE	1.00 EACH	21316.05000	21316.05
1	2000.80.00.0000.0000.0000.0000.47010. E E0027 .CAPEQUIPMT.			21316.05

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003798-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: 9105fo1a Status: Approved	Page 2
--	--	--------

Vendor CIVICPLUS, INC P O BOX 737311 DALLAS, TX 75373 UNITED STATES	Ship To CITY CLERK 205 GOVERNMENT STREET 9TH FLR S TOWER ROOM 908 MOBILE, AL 36644 TIERENEY.LEVERETTE@CITYOFMOBILE.ORG Delivery Reference TIERENEY LEVERETTE Deliver To CITY CLERK 205 GOVERNMENT STREET 9TH FLR S TOWER ROOM 908 MOBILE, AL 36644
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/02/25	295715				CITY CLERK

LN Description / Account	Qty	Unit Price	Net Price
--------------------------	-----	------------	-----------

Ship To
 CITY CLERK
 205 GOVERNMENT STREET
 9TH FLR S TOWER ROOM 908
 MOBILE, AL 36644
 Delivery Reference
 TIERENEY LEVERETTE

Deliver To
 CITY CLERK
 205 GOVERNMENT STREET
 9TH FLR S TOWER ROOM 908
 MOBILE, AL 36644

Requisition Link

Requisition Total	21316.05
-------------------	----------

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

Account	Amount	Remaining Budget
E E0027 .CAPEQUIPMT. .	21316.05	442274.55

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.47010.	21316.05	
CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER \$5000)		

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

Activity	Date	Clerk	Comment
Approved	01/10/25	LANA PAFENBACH	Auto approved by: 91056651



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: January 28, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Sansom Equipment Co Inc for a 2025 New Way Diamondback 8 cu yd rear-load garbage truck for MPRD.

Amount of Contract:

\$167,970.00

Funding Source

Motor pool capital

ATTACHMENTS:

1. 20250115 Sansom Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 21 Jan 2025
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Sansom Equipment Co Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Sansom Equipment Co Inc for a 2025 New Way
Diamondback 8 cu yd rear-load garbage truck for MPRD.
Motor pool capital.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$167,970.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sourcewell Cooperative Purchasing Agreement, not on state contract.

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>3598</u>	2025	(F7000) MOTOR POOL	2025 NEW WAY DIAMONDBACK 8 CU YD REAR-LOAD GARBAGE TRUCK FOR MPRD (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$167,970.00	(<u>190715</u>) <u>SANSOM</u> <u>EQUIPMENT CO</u> <u>INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003598-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved	Page 1
--	--	--------

Vendor SANSOM EQUIPMENT CO INC 2025 W I-65 SERVICE ROAD NORTH MOBILE, AL 36618 Tel#205-401-4040 Fax 251-631-3768	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/21/24	190715				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	2025 OR NEWER NEW WAY DIAMONBACK REAR LOADER-8 CUBIC YARDS INCLUDES LED BODYLIGHTS, SAFETY SHUTDOWN CURBSIDE, DRIVER ALERT BUZZER CURBSIDE, INTERLOCK ON FRONT ACCESS DOOR, FIRE EXTINGUISHER 10 LB, TRIANGLE KIT, 5.6" CAMERA, ZINC PLATED HYDRAULIC TUBES, QUICK PRESSURE CONNECT PORT, PLASTIC FENDERS, ONE YEAR BODY AND HYDRAULICS WARRANTY, TWO YEAR HYDRAULIC CYLINDER WARRANTY;BAYNE REVOLUTION CART TIPPER;ACRYLIC URETHANE ENAMEL WHITE;EXTENDED HOPPER LOAD SILL W/TIPPER SUPPORT BRACKET;LED WORK LIGHTS-(2) MOUNTED INSIDE UPPER TAILGATE SHINING IN HOPPER;STROBE LIGHT PACKAGE-INTEGRATED STROBE SYSTEM-(2) ROUND LIGHTS MOUNTED UPPER TAILGATE;AUTO-TRANS (HOT SHIFT W/OVERSPEED) W/PUMP;QUICK CONNECT PRESSURE GAUGE;MOUNTING OF ONE CART TIPPER;NEW ISUZU NPR CHASSIS AS PER SOURCEWELL CONTRACT 110223-NWY AND YOUR QUOTE DATED 1-15-2025 Additional Description Notes ----- 2025 OR NEWER NEW WAY DIAMONBACK REAR LOADER-8 CUBIC YARDS INCLUDES LED	1.00 EACH	167970.00000	167970.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003598-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved
--	--

Page 2

Vendor
 SANSOM EQUIPMENT CO INC
 2025 W I-65 SERVICE ROAD NORTH

Ship To
 MUNICIPAL GARAGE
 770 GAYLE STREET

MOBILE, AL 36618

MOBILE, AL 36604
 AGEET@CITYOFMOBILE.ORG

Tel#205-401-4040
 Fax 251-631-3768

Delivery Reference
 TRAVESIA AGEE

Deliver To
 MUNICIPAL GARAGE
 770 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/21/24	190715				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	BODYLIGHTS, SAFETY SHUTDOWN CURBSIDE, DRIVER ALERT BUZZER CURBSIDE, INTERLOCK ON FRONT ACCESS DOOR, FIRE EXTINGUISHER 10 LB, TRIANGLE KIT, 5.6" CAMERA, ZINC PLATED HYDRAULIC TUBES, QUICK PRESSURE CONNECT PORT, PLASTIC FENDERS, ONE YEAR BODY AND HYDRAULICS WARRANTY, TWO YEAR HYDRAULIC CYLINDER WARRANTY;BAYNE REVOLUTION CART TIPPER;ACRYLIC URETHANE ENAMEL WHITE;EXTENDED HOPPER LOAD SILL w/TIPPER SUPPORT BRACKET;LED WORK LIGHTS-(2) MOUNTED INSIDE UPPER TAILGATE SHINING IN HOPPER;STROBE LIGHT PACKAGE-INTEGRATED STROBE SYSTEM-(2) ROUND LIGHTS MOUNTED UPPER TAILGATE;AUTO-TRANS (HOT SHIFT W/OVERSPEED) W/PUMP;QUICK CONNECT PRESSURE GAUGE;MOUNTING OF ONE CART TIPPER;NEW ISUZU NPR CHASSIS			

REQUESTED BY PARKS-2012

1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP02012 .VEHICLEEXP.	167970.00
--	-----------

Ship To
 MUNICIPAL GARAGE
 770 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 TRAVESIA AGEE

Deliver To
 MUNICIPAL GARAGE
 770 GAYLE STREET
 MOBILE, AL 36604

[Requisition Link](#)

Requisition Total	167970.00
-------------------	-----------

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003598-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved
--	--

Page 3

Vendor SANSOM EQUIPMENT CO INC 2025 W I-65 SERVICE ROAD NORTH MOBILE, AL 36618 Tel#205-401-4040 Fax 251-631-3768	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/21/24	190715				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
***** Project Ledger Summary Section *****				
	Account		Amount	Remaining Budget
	E MP02012 .VEHICLEEXP.		167970.00	42145.14
***** General Ledger Summary Section *****				
	Account		Amount	Remaining Budget
	7000.40.20.0000.0000.2070.0000.0000.47120.		167970.00	13896376.38
	MOTOR POOL EXP		VEHICLE ACQ (GREATER \$5000)	
***** Approval/Conversion Info *****				
	Activity	Date	Clerk	Comment
	Approved	12/23/24	CHARLES SUMRALL	Approve Spec
	Approved	12/26/24	SHONNDA SMITH	
	Approved	12/26/24	CHERI BOUCHER	Auto approved by: 910518244
	Approved	12/26/24	ASHLEY PHILLIPS	Auto approved by: 910518244
	Approved	01/15/25	DONALD ROSE	Auto approved by: 9105paij
	Approved	01/15/25	SANDRA LEWIS	Auto approved by: 9105paij
	Approved	01/15/25	STEVEN KRONINGER	Auto approved by: 9105paij
	Approved	01/15/25	SAMANTHA COOLEY	Auto approved by: 9105paij
	Approved	01/15/25	LONELL HARRIS	Auto approved by: 9105paij
	Approved	01/15/25	ANNE FOLEY	Auto approved by: 9105paij
	Approved	01/15/25	JOHN PAINE	

Authorized By: _____ Date: _____
 Signature

New Way

Refuse trucks

#110223-NWY

Maturity Date: 12/28/2027

Website: refusetrucks.scrantonmfg.com/sourcewell 

Sourcewell 
Awarded Contract

Buy Sourcewell

Login to unlock more contract features.

Username

Password

Log In

[Forgot username or password?](#) 

[Setup Buy Sourcewell access](#) 

Products & Services

Buy Sourcewell

Documents

Contact Information

Products & Services

Sourcewell contract 110223-NWY gives access to the following types of goods and services:

- Sidewinder XTR automated side loader (ASL)
- ROTO PAC auger-driven ASL
- Wolverine under-CDL capable ASL
- King Cobra rear loader (RL)
- Cobra Magnum RL
- Cobra High Compaction RL
- Cobra RL
- Viper RL
- Diamondback under-CDL RL
- Mammoth standard or lightweight front loaders
- Mamba Satellite sider loader
- New Way Trucks OEM parts

[Locate your local dealer or representative](#) 

(nongovernment site)

Register for an account

Simply complete the online application, contact our dedicated team, or call 877-585-9706.

Search Suppliers & Contracts

[General Contracts](#)

[eZiQC Contracts](#)

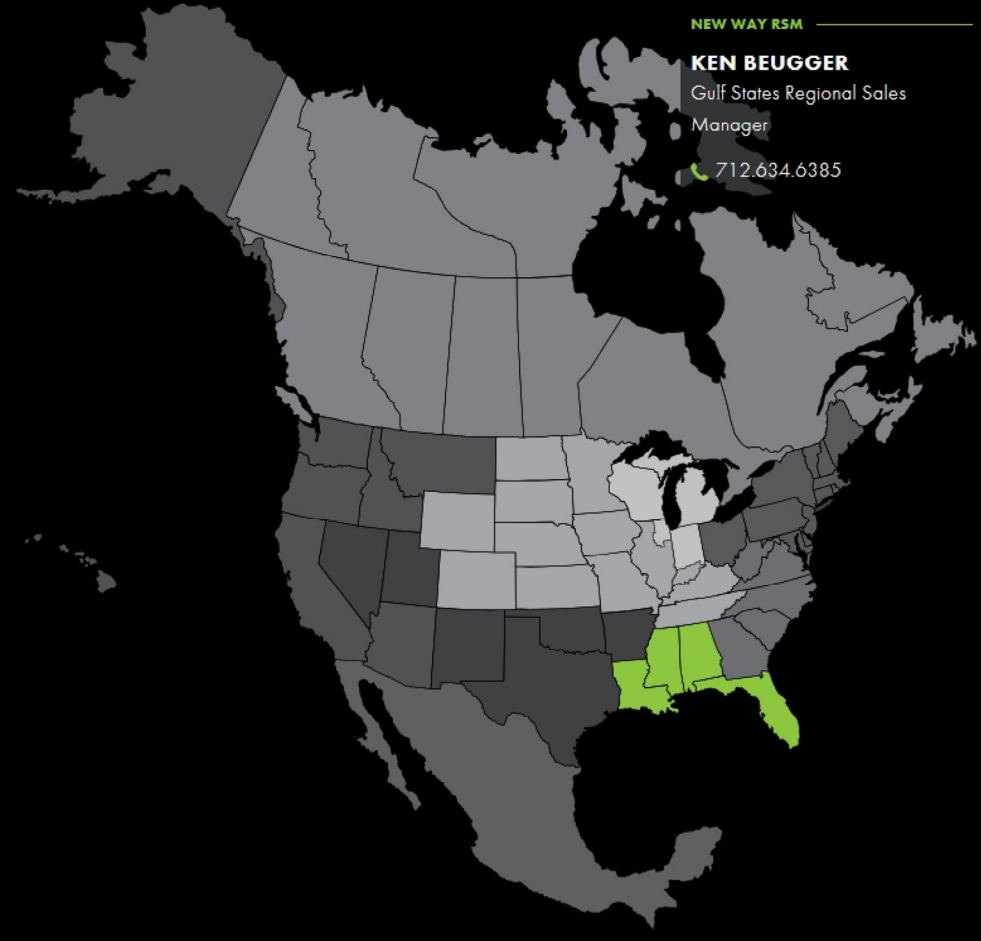
Sourcewell's website may contain links to nongovernment websites being provided as a convenience and for informational purposes only. Sourcewell neither endorses nor guarantees, in any way, the external organization's services, advice, or products included in these website links. Sourcewell bears no responsibility for the accuracy, legality, or timeliness of any content on the external site or for that of subsequent links. All questions related to content on external sites should be addressed directly to the host of that particular website.

Scranton Manufacturing #110223-NWY

Pricing for contract #110223-NWY offers Sourcewell participating agencies the following discounts:

- 4% discount off retail/list price on all mobile refuse collection vehicle models and parts
- In addition, the New Way Distributor Network will offer a 1% - 5% discount on all Sourcewell orders, resulting in a total discount of 5% - 9% off MSRP
- Volume discounts may be considered on a case-by-case basis

Click the territory in the map below to learn which New Way Region you are in. To determine your local distributor, select your state or province from the dropdown menu on the map or scroll down and find it.



NEW WAY RSM
KEN BEUGGER
Gulf States Regional Sales Manager
712.634.6385

- Distributor Locator
- FleetForce™ Rentals
- Parts & Service
- Careers

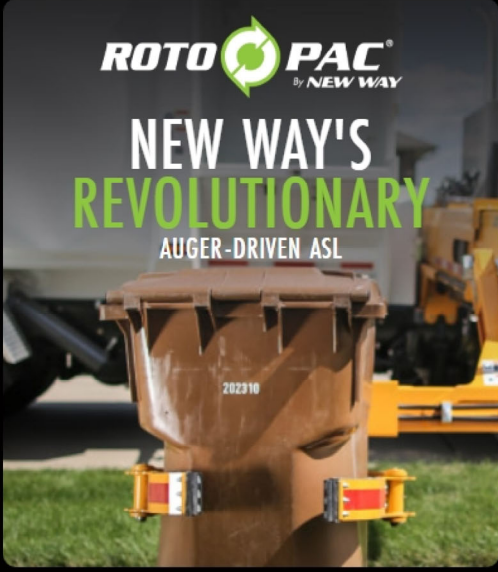
- Malaysia
- Mexico
- New Zealand
- Papua New Guinea
- Philippines
- Puerto Rico
- Republic of Indonesia
- Republic of Vanuatu
- West Indies
- GSA Sales Rep

CONTACT NEW WAY® TRUCKS

Driving The Difference®
809 Locust St
Scranton, IA 51462
Phone: 712 652 3396
Toll Free: 800 831 1858
Contact Us →

Jump to a State or Province

Alabama	To get started, contact your local New Way RSM: KEN BEUGGER
DISTRIBUTOR	AREA OF RESPONSIBILITY
Sansom Equipment Co. (800) 501-0757 - Birmingham (800) 435-3044 - Mobile website	Serving all counties.



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

December 11, 2024

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, 2025**. 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 'RLR', with a stylized flourish at the end.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: January 28, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Elberta Farmers Co-op for 80 64-inch fence panels for MPD mounted unit.

Amount of Contract:

\$18,320.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250121 Elberta Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 28 Jan 2025
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 Elberta Farmers Co-op

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Elberta Farmers Co-op for 80 64-inch fence panels for
MPD mounted unit.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$18,320.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement.

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>505</u>	2025	(1530) POLICE ADMIN SERVICES	80 64IN FENCE PANELS FOR MPD MOUNTED UNIT (PRICE BELOW BID REQUIREMENT)	\$18,320.00	<u>(299557)</u> <u>ELBERTA</u> <u>FARMERS COOP</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000505-00 FY 2025 Acct No: 1000.30.15.1530.1532.1530.0000.0000.47010. Review: Buyer: 910521245 Status: Approved
--	--

Page 1

Vendor
 ELBERTA FARMERS COOP
 P.O. BOX 700

Ship To
 POLICE MOUNTED UNIT
 6160 GASTON LOOP RD WEST

ELBERTA, AL 36530

GRAND BAY, AL 36541
 CHRISTOPHER.GIATTINA@CITYOFMOBILE.ORG

Tel#2519868103
 Fax 2519868233

Deliver To
 POLICE MOUNTED UNIT
 6160 GASTON LOOP RD WEST

 GRAND BAY, AL 36541

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/24	299557				POLICE ADMIN SERVICES

LN Description / Account	Qty	Unit Price	Net Price
--------------------------	-----	------------	-----------

General Notes

PLEASE REFERENCE:
 REQUEST FOR QUOTE NUMBER 505 BY BISHOP PRICE

DELIVERY ADDRESS:
 6160 GASTON LOOP RD WEST
 GRAND BAY, AL 36541

POC:
 Sergeant Christopher Giattina
 Cell: (251) 401-2304
 EMAIL:CHRISTOPHER.GIATTINA@CITYOFMOBILE.ORG

001	PRIEFERT PP12 PREMIER PANELS 12' LENGTH/64" HEIGHT CONTACT FOR DELIVERY: Sergeant Christopher Giattina Cell: (251) 401-2304 Additional Description Notes	80.00 EACH	229.00000	18320.00
-----	--	---------------	-----------	----------

LEAD TIME FOR DELIVERY 3-5 WEEKS
 Vendor Item

1 1000.30.15.1530.1532.1530.0000.0000.47010.	18320.00
--	----------

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000505-00 FY 2025 Acct No: 1000.30.15.1530.1532.1530.0000.0000.47010. Review: Buyer: 910521245 Status: Approved	Page 2
--	--	--------

Vendor
 ELBERTA FARMERS COOP
 P.O. BOX 700

Ship To
 POLICE MOUNTED UNIT
 6160 GASTON LOOP RD WEST

ELBERTA, AL 36530

GRAND BAY, AL 36541
 CHRISTOPHER.GIATTINA@CITYOFMOBILE.ORG

Tel#2519868103
 Fax 2519868233

Deliver To
 POLICE MOUNTED UNIT
 6160 GASTON LOOP RD WEST

GRAND BAY, AL 36541

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/24	299557				POLICE ADMIN SERVICES

LN Description / Account	Qty	Unit Price	Net Price
--------------------------	-----	------------	-----------

Ship To
 POLICE MOUNTED UNIT
 6160 GASTON LOOP RD WEST
 GRAND BAY, AL 36541

Deliver To
 POLICE MOUNTED UNIT
 6160 GASTON LOOP RD WEST
 GRAND BAY, AL 36541

Requisition Link

Requisition Total 18320.00

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

Account	Amount	Remaining Budget
1000.30.15.1530.1532.1530.0000.0000.47010.	18320.00	9507392.11
FIELD OPERATIONS DIV EXP	EQUIPMENT (GREATER \$5000)	

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

Activity	Date	Clerk	Comment
CCancelled	10/30/24	LONELL HARRIS	Requisition item removed chang
CCancelled	01/17/25	LONELL HARRIS	GL Allocation changed
Forward	10/08/24	JAMES BARBER	Automatic Forward to 910519885
Approved	10/08/24	RODNEY GREELEY	R.G.
Approved	10/08/24	BRANDI MONTGOMERY	Auto approved by: 910510512
Approved	10/08/24	WILLIAM JACKSON	Auto approved by: 910510512
Approved	10/08/24	WILLIAM REED	Auto approved by: 910510512
Forward	10/30/24	JAMES BARBER	Automatic Forward to 910519885
Approved	11/05/24	RODNEY GREELEY	R.G.

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000505-00 FY 2025 Acct No: 1000.30.15.1530.1532.1530.0000.0000.47010. Review: Buyer: 910521245 Status: Approved
--	--

Page 3

Vendor
 ELBERTA FARMERS COOP
 P.O. BOX 700

Ship To
 POLICE MOUNTED UNIT
 6160 GASTON LOOP RD WEST

ELBERTA, AL 36530

GRAND BAY, AL 36541
 CHRISTOPHER.GIATTINA@CITYOFMOBILE.ORG

Tel#2519868103
 Fax 2519868233

Deliver To
 POLICE MOUNTED UNIT
 6160 GASTON LOOP RD WEST

GRAND BAY, AL 36541

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/24	299557				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
Approved	11/05/24 BRANDI MONTGOMERY	Auto approved by:	910510512	
Approved	11/05/24 WILLIAM JACKSON	Auto approved by:	910510512	
Approved	11/05/24 WILLIAM REED	Auto approved by:	910510512	
Unknown	10/15/24 SHAUNAGYE SIMMS			
Approved	10/15/24 DREANETTA BARNES	Auto approved by:	910520990	
Approved	10/15/24 TRAVIS MARSHALL	Auto approved by:	910520990	
Approved	10/15/24 SHAUNAGYE SIMMS			
Approved	10/15/24 RANDY THREADGILL	Auto approved by:	910520990	
Rejected	11/05/24 TRAVIS MARSHALL	need additional info		
Forward	10/10/24 MICHAEL SPAFFORD	Automatic Forward to	910519540	
Approved	01/17/25 DONALD ROSE	Auto approved by:	910521245	
Approved	01/17/25 SANDRA LEWIS	Auto approved by:	910521245	
Approved	01/17/25 STEVEN KRONINGER	Auto approved by:	910521245	
Approved	01/17/25 SAMANTHA COOLEY	Auto approved by:	910521245	
Approved	01/17/25 LONELL HARRIS			
Approved	01/17/25 ANNE FOLEY	Auto approved by:	910521245	
Approved	01/17/25 JOHN PAINE	Auto approved by:	910521245	

Authorized By: _____ Date: _____
 Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: January 28, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Emergency Equipment Professional, Inc for one 2024 Pierce Enforcer 107ft Ascendant aerial ladder truck for MFRD.

Amount of Contract:

\$1,747,520.00

Funding Source

Motor pool capital.

ATTACHMENTS:

1. 20250115 EEP Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 21 Jan 2025 Date Item No. _____

Submitted by: Procurement Department John Paine, Purchasing Agent Department Head

Sponsored by: William S. Stimpson Name Mayor Title

Reviewed by: _____ Executive Director

Routing Authorized: James Barber Mayor's Office _____ Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Emergency Equipment Professional Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Emergency Equipment Professional, Inc for one 2024
Pierce Enforcer 107ft Ascendant aerial ladder truck for MFRD.
Motor pool capital.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$1,747,520.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: HGAC Cooperative Purchasing Agreement, not on state contract.

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>4119</u>	2025	(1510) FIRE ADMINISTRATION	2024 PIERCE ENFORCER 107FT ASCENDANT AERIAL LADDER FIRE TRUCK FOR MFRD (HGAC COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$1,747,520.00	(294963) <u>EMERGENCY EQUIPMENT PROFESSIONAL, INC.</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004119-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released
--	--

Page 1

Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/14/25	294963				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
001 TRUCK FIRE, AERIAL LADDER	1.00	1747520.00000	1747520.00

Additional Description Notes

2024 PIERCE ENFORCER 107' ASCENDANT AERIAL LADDER; 5-YR MAINT/SERVICE PLAN;
 EXTENDED WARRANTY 5-YR CUSTOM CHASSIS (WA0063) HGAC CONTRACT FS12-23

AS PER YOUR QUOTES DATED 12-12-2024 AND 1-09-2025

NO FIREFIGHTER, DRIVER, CAPTAIN, DISTRICT CHIEF, CHIEF OF DEPARTMENT, FIRE MECHANIC OR GARAGE SUPERVISOR, HAS THE AUTHORITY OR PERMISSION TO CHANGE THE TERMS OF THIS PURCHASE NOR TO INCURE ANY ADDITIONAL COSTS TO THE CITY OF MOBILE.

ANY ADDITIONAL WORK, EQUIPMENT OR CHANGES THAT INCUR ADDITIONAL COST OR EXPENSE TO THE CITY OF MOBILE AND DONE WITHOUT THE PRIOR WRITTEN PERMISSION OF THE PURCHASING AGENT IS DONE SO AT THE EXPENSE OF THE VENDOR.

THE ONLY PERSON ALLOWED TO SIGN TITLE WORK IS THE PURCHASING AGENT OF THE CITY OF MOBILE.

VEHICLE SHALL BE TITLED TO THE "CITY OF MOBILE".

Vendor Item
 Inventory Item/Loc 695

1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP.	1747520.00
--	------------

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004119-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released	Page 2
--	--	--------

Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/14/25	294963				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

Requisition Link

Requisition Total 1747520.00

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

Account	Amount	Remaining Budget
E MP01522 .VEHICLEEXP.	1747520.00	-1746195.64

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	1747520.00	13896376.38
MOTOR POOL EXP	VEHICLE ACQ (GREATER \$5000)	

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

Activity	Date	Clerk	Comment
Approved	01/14/25	CHARLES SUMRALL	
Rejected	01/13/25	JOHN PAINE	what are we buying.
Queued	01/14/25	SHONNDA SMITH	what are we buying.

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004119-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released
--	--

Page 3

Vendor
 EMERGENCY EQUIPMENT PROFESSIONAL, INC
 6441 HWY 51 NORTH

Ship To
 MUNICIPAL GARAGE
 770 GAYLE STREET

HORN LAKE, MS 38637
 USA
 Tel#205-685-8200

MOBILE, AL 36604
 RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 MUNICIPAL GARAGE
 770 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/14/25	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
Queued	01/14/25 CHERI BOUCHER	what	are we buying.	
Queued	01/14/25 ASHLEY PHILLIPS	what	are we buying.	
Pending	DONALD ROSE	what	are we buying.	
Pending	SANDRA LEWIS	what	are we buying.	
Pending	STEVEN KRONINGER	what	are we buying.	
Pending	SAMANTHA COOLEY	what	are we buying.	
Pending	LONELL HARRIS	what	are we buying.	
Pending	ANNE FOLEY	what	are we buying.	
Pending	JOHN PAINE	what	are we buying.	

Authorized By: _____ Date: _____
 Signature

[About the Cooperative](#)[Bid Notices](#)[HGACBuy How2s](#)[Products & Services](#)[Resources](#)[Search](#)

Product Information

Product Description

Enforcer Chassis, Single Rear 107' Aerial -1030

Manufacturer

Pierce

Contract

FS12-23 Fire Apparatus and Related Vehicles

Price

\$1,662,498.60

Keyword(s)

Enforcer Chassis

Product Code

23A-104

Contract Category

General Purpose, Emergency & Autonomous Vehicles

Discount

5%

[View Catalog](#)

Vendors Offering This Product

Siddons-Martin Emergency Group

Jeff Doran

jdoran@siddons-martin.com

Phone: 1-800-784-6806

Fax: 281-442-0850

[View Authorized Dealers](#)

Contact HGACBuy

Joshua Cadoree

Joshua.Cadoree@h-gac.com

Phone: 832-681-2557

Fax: 713-993-4548

[Return to Products & Services](#)[View This Contract](#)

Contact Information

H-GAC Mailing Address:

P.O. Box 22777
Houston, TX. 77227-2777

H-GAC Physical Address

3555 Timmons Lane, Suite 120
Houston, TX 77027

Phone: 1-800-926-0234

Fax: 713-993-4548

[Site Feedback](#) | [Privacy Policy](#) | [Legal Disclaimer](#) | [Program Statutes](#) | Copyright ©2025 H-GAC. All Rights Reserved.



Attachment A
Pierce Manufacturing Inc.
Fire Apparatus and Related Vehicles
Contract No.: FS12-23
Pricing effective November 11, 2024

Manufacturer	Product	Item Description	November 2024 List Price	HGACBuy Discount
		Category A - Wildland and Brush		
Pierce	23W-101	1019 Ford F-550 Pumper - 1019	\$ 383,029.50	5.0%
Pierce	23W - 103 International Type 3	International Wildland-1039	\$ 607,556.25	5.0%
Pierce	23W - 104 International Urban	International Urban Interface-1040	\$ 514,189.20	5.0%
		Category B - Aerial Fire Apparatus		
Pierce	23A-101	Enforcer Chassis, Single Rear Axle, 75' Aerial - 1027	\$ 1,490,475.00	5.0%
Pierce	23A-102	Enforcer Chassis, Tandem Rear Axle, PUC, 75' Aerial - 1028	\$ 1,530,607.00	5.0%
Pierce	23A-103	Velocity Chassis, Tandem Rear Axle, 100' Aerial - 1029	\$ 1,710,601.00	5.0%
Pierce	23A-104	Enforcer Chassis, Single Rear 107' Aerial -1030	\$ 1,650,122.00	5.0%
Pierce	23A-105	Enforcer Chassis, Tandem Rear Axle, 107' Aerial - 1031	\$ 1,764,290.00	5.0%
Pierce	23A-106	Velocity Chassis, Tandem Rear Axle, 105' Aerial - 1032	\$ 1,708,726.00	5.0%
Pierce	23A-107	Velocity Chassis, Tandem Rear axle, 100' Rear mounted Platform - 1033	\$ 1,985,295.00	5.0%
Pierce	23A-108	Velocity Chassis, Tandem Rear axle, 100' Aluminum Rear mounted Platform - 1034	\$ 2,094,480.00	5.0%
Pierce	23A-109	Enforcer Chassis, Tandem Rear axle, mid-mounted 100' platform - 1035	\$ 2,181,668.00	5.0%
Pierce	23A-110	Enforcer Chassis, 107' Tractor Drawn Aerial - 1036	\$ 2,144,915.00	5.0%
Pierce	23A-111	Enforcer Snozzle - 1037	\$ 1,364,554.00	5.0%
		Category C - Pumper Fire Apparatus		
Pierce	23P-102	Freightliner M2-106 Responder, 1000 Tank, 1250 Pump 1020	\$ 412,541.00	5.0%
Pierce	23P-103	International 4 door 1000 tank, 1250 Pump Pumper 1026	\$ 546,554.00	5.0%
Pierce	23P-104	Saber Pumper, 750 Tank, 1500 pump 1022	\$ 915,246.00	5.0%
Pierce	23P-105	Enforcer Pumper 750 tank, 1500 pump 1023	\$ 992,589.00	5.0%
Pierce	23P-106	Enforcer PUC Pumper 750 tank, 1500 pump 1024	\$ 1,074,602.00	5.0%
Pierce	23P-107	Velocity Pumper 1025	\$ 1,004,004.00	5.0%
Pierce	23P-108	Velocity PUC Pumper 1038	\$ 1,089,178.00	5.0%
Pierce	23P-109	Velocity Volterra Pumper	\$ 2,040,850.35	5.0%
		Category D - Pumper Tanker/Tender		
Pierce	23PT-101	Freightliner 2000 Gallon Tanker - 1041	\$ 531,276.00	5.0%
Pierce	23PT-102	International 2000 Gallon Tanker -1042	\$ 517,476.00	5.0%
Pierce	23PT-103	Saber 2000 Gallon Tanker - 1043	\$ 933,483.00	5.0%
Pierce	23PT-104	Enforcer 2000 Gallon Tanker - 1044	\$ 1,019,666.00	5.0%
Pierce	23PT-105	Freightliner 3000 Tandem Tanker - 1045	\$ 526,581.00	5.0%
Pierce	23PT-106	International 3000 Tandem Tanker - 1046	\$ 539,892.00	5.0%
Pierce	23PT-107	Saber Tandem 3000 Tanker - 1047	\$ 1,022,466.00	5.0%
Pierce	23PT-108	Enforcer Tandem 3000 Tanker - 1048	\$ 1,088,595.00	5.0%
Pierce	23PT-109	Velocity Tandem PUC 2500 Tanker - 1049	\$ 1,151,973.00	5.0%
		Category E - ARFF Vehicles		
Oshkosh - Pierce	23AR-101	Oshkosh Striker 4x4, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (375/750 gpm),	\$ 1,141,252.35	5.0%
Oshkosh - Pierce	23AR-102	Oshkosh Striker 6x6, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (600/1200 gpm), bumper Turret (300 gpm), One Handline (Foam/Water), Water Tank Capacity (3000 gal.), Foam Tank Capacity (420 gal.), Fire Pump (Power divider driven Waterous CRQB, Single Stage Centrifugal, 1950 gpm at 250 psi)	\$ 1,217,470.80	5.0%
Oshkosh - Pierce	23AR-103	Oshkosh Striker 8x8, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (600/1200 gpm), bumper Turret (300 gpm), One Handline (Foam/Water), Water Tank Capacity (4500 gal.), Foam Tank Capacity (420 gal.), Fire Pump (Power divider driven Waterous CRQA, Single Stage Centrifugal, 1950 gpm at 240 psi)	\$ 1,784,346.90	5.0%
Oshkosh - Pierce	23AR-104	Oshkosh New Generation Volterra Striker 6X6, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (600/1200 gpm), bumper Turret (300 gpm), One Handline (Foam/Water), Water Tank Capacity (4500 gal.), Foam Tank Capacity (420 gal.), Fire Pump (Waterous CRQB, Single Stage Centrifugal, 1950 gpm at 250 psi), dual engine driveline	\$ 2,390,151.75	5.0%
Oshkosh - Pierce	23AR-HS	H-Series Chassis; 2-Door, Aluminum Cab, 2 Passenger Seating, 50,000 GVWR, Single Axle	\$ 713,119.00	5.0%
Oshkosh - Pierce	23AR-HTA	HT-Series Chassis; 2-Door, Aluminum Cab, 2 Passenger Seating, 55,000 GVWR, Single Axle	\$ 624,947.00	5.0%
		Category F - Special Service Vehicles		
Pierce	23SS - 101	Ford F-550 Rescue 12' -1050	\$ 289,277.00	5.0%
Pierce	23SS - 102	Enforcer NW1-Rescue - 1051	\$ 1,012,773.00	5.0%

Pierce	23SS - 103	Velocity NWI-Rescue - 1052	\$ 1,037,661.00	5.0%
Pierce	23SS - 104	Enforcer PUC NWI-Rescue - 1053	\$ 1,299,983.00	5.0%
Pierce	23SS - 105	Velocity Combo-Rescue - 1054	\$ 1,179,510.00	5.0%
Pierce	23SS - 106	Enforcer Tandem Combo - 1055	\$ 1,156,955.00	5.0%
Pierce	23SS - 107	Velocity Alum Walk-in Rescue - 1056	\$ 1,156,721.00	5.0%
Pierce	23SS - 108	Enforcer Stainless NWI-Rescue - 1057	\$ 1,059,363.00	5.0%
Pierce	23SS - 109	Enforcer Walk-in - 1058	\$ 1,073,562.00	5.0%
Pierce	23SS - 110	Velocity Tandem Walk-in - 1059	\$ 1,275,013.00	5.0%
Frontline Communications	C-20	Rapid Response Command Unit, Ford Transit-350 Van, 2WD, 20 feet overall length, Single axle, Gasoline	\$ 281,698.95	5.5%
Frontline Communications	CRU-22	Critical Response Command Unit, Ford Transit-350 High Roof Van, 2WD, 9,500 GVWR, 22 feet overall length, Single axle, Gasoline	\$ 357,451.58	5.5%
Frontline Communications	C-23	Mobile Command Unit, Mercedes-Benz Sprinter 3500, 23 feet overall length, 2WD, Single axle, Diesel	\$ 310,646.32	5.5%
Frontline Communications	C-25	Mobile Command Unit, Ford F-650 with custom aluminum body, 26,000 GVWR, 25 feet overall length, 2WD, Single axle, Diesel	\$ 506,538.95	5.5%
Frontline Communications	C-30	Mobile Command Unit, Freightliner M2-106 with custom aluminum body, 33,000 GVWR, 30 feet overall length, 2WD, Single axle, Diesel	\$ 603,876.84	5.5%
Frontline Communications	C-35	Mobile Command Unit, Freightliner M2-106 with custom aluminum body, 33,000 GVWR, 35 feet overall length, 2WD, Single axle, Diesel	\$ 703,005.26	5.5%
Frontline Communications	C-40	Mobile Command Unit, Freightliner M2-106 with custom aluminum body, 54,000 GVWR, 40 feet 9 inches overall length, 2WD, Dual axle, Diesel	\$ 773,943.16	5.5%
Frontline Communications	C-40 Enforcer	Mobile Command Unit, Pierce Enforcer custom chassis with custom aluminum body, 40 feet 9 inches overall length, 2WD, Dual axle, Diesel	\$ 1,662,405.26	5.5%
Frontline Communications	C-40 Saber	Mobile Command Unit, Pierce Saber custom chassis with custom aluminum body, 40 feet 9 inches overall length, 2WD, Dual axle, Diesel	\$ 1,261,531.58	5.5%
Frontline Communications	C-40 Velocity	Mobile Command Unit, Pierce Velocity custom chassis with custom aluminum body, 40 feet 9 inches overall length, 2WD, Dual axle, Diesel	\$ 1,411,338.95	5.5%
Frontline Communications	C-RTR	Refurb/Technology Refresh Command Vehicle - Customer-furnished vehicle, refurbish interior and/or exterior, upgrade technology	\$ 296,532.63	5.5%
Category J - Service/Maintenance Plans				
Oshkosh	ARFF Warranty	Multiple plans available by model - see Siddons-Martin Warranty/Service Table		
Frontline Communications	Vehicle Warranty	Multiple plans available by model - see Siddons-Martin Warranty/Service Table		
Pierce Manufacturing	Vehicle Warranty	Multiple plans available by model - see Siddons-Martin Warranty/Service Table		


[About the Cooperative](#)
[Bid Notices](#)
[HGACBuy How2s](#)
[Products & Services](#)
[Resources](#)


[Search](#)

Authorized Dealers

Contract Number

FS12-23 - Fire Apparatus and Related Vehicles

Vendor

Siddons-Martin Emergency Group

Name	Address	Phone Number	Contacts
Allegiance Fire & Rescue	2181 Providence Hwy Walpole, MA 02081	508-668-3112	Bill O'Conner
Atlantic Emergency Solutions, Inc.	12351 Randolph Ridge Lane Manassas, VA 20109	703-393-9911	Joseph R Pack
Churchville Fire Equipment Corp	340 Sanford Road, South Churchville, NY 14428	585-293-1688	John Alfieri
Conrad Fire Equipment	19922 W 162nd Street Olathe, KS 66062	913-780-5521	Karl Schultz
Emergency Equipment Professionals, Inc.	PO Box 1739 Southaven, MS 38671	662-280-4729	Jeff Kuntz
Fire & Safety Services, Ltd	200 Ryan Street South Plainfield, NJ 07080	800-400-8017	Dave Russell
Fire Apparatus & Equipment, Inc.	5793 W Grande Market Drive, Suite C Appleton, WI 54913	920-574-3410	Leslie Niles
Firematic Supply Company Inc.	PO Box 187 Yaphank, NY 11980	631-924-3181	Peter Hanratty
Front Range Fire Apparatus, Ltd	7600 Miller Court Longmont, CO 80504	303-449-9911	Duane Doucette
Glick Fire Equipment Company, Inc	350 Mill Creek Road Bird in Hand, PA 17505	717-299-4120	Amy Sweltzer
Golden State Fire Apparatus, Inc.	7400 Reese Road Sacramento, CA 95828	916-330-1638	Ryan Wright
Halt Fire, Inc.	50168 West Pontiac Trail, Unit 5 Wixom, MI 48393	248-669-0800	Todd Lincoln
Hughes Fire Equipment Inc.	910 Shelley Street Springfield, OR 97477	541-747-0072	Mike Duyck
MacQueen Emergency Group	1125 East 7th Street St Paul, MN 55106	651-645-5726	Daniel Gage
Pierce Manufacturing Inc.	2600 American Drive Appleton, WI 54914	920-832-3218	Carol Frank
Reliant Fire Apparatus, Inc.	880 Enterprise Drive Slinger, WI 53086	262-297-5020	Scott Krueger
Siddons-Martin Emergency Group	1362 East Richey Road Houston, TX 77073	800-784-6806	Pat Siddons
South Coast Fire Equipment Inc.	2020 South Baker Avenue Ontario, CA 91761	909-673-9900	Kevin Newell
Spartan Fire and Emergency Apparatus	319 Southport Road Roebuck, SC 29376	864-582-2376	Robert Fore
Ten-8 Fire & Safety, LLC	2904 59th Avenue East Bradenton, FL 34203	941-756-7779	Keith Chapman

Contact Information

H-GAC Mailing Address:
P.O. Box 22777
Houston, TX. 77227-2777

H-GAC Physical Address
3555 Timmons Lane, Suite 120
Houston, TX 77027

Phone: 1-800-926-0234

Fax: 713-993-4548

[Site Feedback](#) | [Privacy Policy](#) | [Legal Disclaimer](#) | [Program Statutes](#) | Copyright ©2025 H-GAC. All Rights Reserved.



Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338



Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

December 16, 2024

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education
Other Entities subject to §§ 16-13B-1, et seq. and 41-16-50, et seq., *Ala. Code* 1975

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135, the Department has reviewed the competitive bidding process used by the Houston-Galveston Area Council ("H-GAC"), a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by H-GAC pursuant to the competitive bid laws of the State of Texas.

Based on the Department's review, the competitive bid process used by H-GAC is approved for use through **January 31, 2025**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135.

Prior to utilizing H-GAC, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that H-GAC, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, H-GAC's competitive bid process approval will subject to immediate revocation by the Department.

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than \$100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

If the Department can be of further assistance, please let us know.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. L. Riddle', written in a cursive style.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET

Contract#5267

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: Mobile, Alabama Cruise Terminal - New HVAC Units

CAPITAL PROJECT #: C0972 (20002000-48010)

CONTRACT AMOUNT: \$99,700.00 DATE OF
RECEIPT: 1/15/2025

ARCHITECTURAL ENGINEERING PROJECT #: CT-060-24

PROJECT DESCRIPTION: Replacing HVAC Units on the fixed gangway at the Cruise Terminal. (One to one replacement)

VENDOR NAME: Goram Air Conditioning Company, Inc

VENDOR NUMBER: 74050

DEPT #: 3032 DEPT NAME: ARCHITECTURAL
ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of
REAM)

Please Select by circling one (Type):

Architectural

Engineering

Testing Professional Services

Construction (Unit Price)* **Construction****

ROW (Acquisitions)

Performance-Contributed Contractual

Non-Contractual

RETAINAGE INFORMATION:

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

If different, indicate special

rate_____

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

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

Prepared by: Emma Dean – Office Assistant II Date: 01/13/2025



AGENDA ITEM SUMMARY SHEET

Agenda of: January 28, 2025

Submitted by:

Cassie Boatwright, Dir Of Real Estate & Asset Mgt

Sponsored by:

William Stimpson, Mayor

William Carroll, Councilmember

Purpose and Scope of Project:

Replacing HVAC Units on the fixed gangway at the Cruise Terminal.

Amount of Contract:

\$99,700.00

Funding Source

C0972 CRUISE TERMINAL NEW HVAC UNITS (20002000-48010)

ATTACHMENTS:

1. CAP-00001 - GORAM AIR CONDITIONING CO INCConstructionCAP - 00001 - - Executed Contract

REVIEWERS:

Emma Dean

Cassie Boatwright

Brenda Rhodes

Chris Kern

James Barber

RESOLUTION

2025

Sponsored by:

Mayor William S. Stimpson and Councilmember William Carroll

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

Name of Company: Goram Air Conditioning Company, Inc

Project Name: Mobile, Alabama Cruise Terminal - New HVAC Units

Project Number: CT-060-24

Amount: \$99,700.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Mobile, Alabama Cruise Terminal - New HVAC Units

CAPITAL PROJECT #: C0972 (20002000-48010)

CONTRACT AMOUNT: \$99,700.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: CT-060-24

PROJECT DESCRIPTION: Replacing HVAC Units on the fixed gangway at the Cruise Terminal. (One to one replacement)

VENDOR NAME: Goram Air Conditioning Company, Inc

VENDOR NUMBER: 74050

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: Emma Dean – Office Assistant II Date: 01/13/2025



01.08.2025

Dear Council Members:

Attached to this memo is an agreement between the GORAM AIR CONDITIONING CO INC and the City of Mobile, for the project titled "Cruise Terminal New HVAC Units" in the amount of \$99,700.00.

Replace HVAC Units

We look forward to continued communication on this important project. Please call me at 251-208-7633 or email me at cindy.klotz@cityofmobile.org or Cassie Boatwright at 251-208-7627 or email at boatwright@cityofmobile.org with questions or concerns.

Respectfully,

Klotz, Cindy

CIP PM

A/E Department

251-208-7633

Information on this project is follows:

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

AIA® Document A101® – 2017

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

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

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

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

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

Goram Air Conditioning Company, Inc.
1252 Houston Street
Mobile, Alabama 36606
City of Mobile Business License Number: 195350
Secretary of State Registration Number: 000-036-895

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

CT-060-24 Mobile, Alabama Cruise Terminal – New HVAC Units
201 South Water Street Mobile, Alabama 36602
Replace exterior, wall mounted, thru wall HVAC units

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.

Init.

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 12:10:22 ET on 12/17/2024 under Order No.3104238820 which expires on 12/27/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1852067138)

TABLE OF ARTICLES

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

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

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

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

§ 3.3 Substantial Completion

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

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

☒ [X] Not later than 80 (Eighty) 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.

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 12:10:22 ET on 12/17/2024 under Order No.3104238820 which expires on 12/27/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1852067138)

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 Ninty Nine Thousand Seven Hundred and 00/100 (\$ 99,700.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid: \$94,700.00

Contingency Allowance:\$5,000.00

Total Bid: \$99,700.00

Alternate: N/A

Total Contract Sum: \$99,700.00

§ 4.2 Alternates

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

Item	Price
N/A	N/A

(Table deleted)

(Paragraphs deleted)

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

(Identify each allowance.)

Contingency Allowance: Five Thousand and 00/100 Dollars" (\$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)
N/A		

§ 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.

Init.

§ 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.)

Init.

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 12:10:22 ET on 12/17/2024 under Order No.3104238820 which expires on 12/27/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1852067138)

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.)

Init.

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 12:10:22 ET on 12/17/2024 under Order No.3104238820 which expires on 12/27/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1852067138)

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 Goram Air Conditioning Company, Inc. has completed the contract for CT-060-24 City of Mobile, Alabama Cruise Terminal - New HVAC Units 201 South Water Street, Mobile, Alabama 36602 All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

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

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

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

N/A

§ 6.2 Binding Dispute Resolution

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

(Check the appropriate box.)

☒ [X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

(Paragraph deleted)

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

(Paragraphs deleted)

§ 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:

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 12:10:22 ET on 12/17/2024 under Order No.3104238820 which expires on 12/27/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1852067138)

Init.

6

(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)

Darren Deas
1252 Houston Street
Mobile, AL. 36606
Darren@goramair.com
251-476-5003

§ 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

Init.

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 12:10:22 ET on 12/17/2024 under Order No.3104238820 which expires on 12/27/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1852067138)

- C. Bodily Injury by Disease \$1,000,000 each policy
- .3 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:
- A. Bodily Injury \$1,000,000 each person
\$1,000,000 each occurrence
 - B. Property Damage \$1,000,000 each occurrence; or
 - C. Bodily Injury and Property Damage \$1,000,000 combined single limit
 - D. Damage to Rented Premises \$1,000,000 each occurrence
- .4 Such comprehensive policy shall include the following:
- A. All liability of the Contractor, for the Contractor's Direct Operations.
 - B. Subcontractor's Operations.
 - C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
 - D. General Aggregate Limit of \$2,000,000 shall apply on a "Per Project" Basis.
 - E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below
 - F. Broad Form Property Damage Coverage, including Completed Operations.
 - G. Personal Injury Liability, with employee's exclusions removed.
 - H. Explosion and Collapse Hazard:
Included or ☒ Not Applicable.
 - I. Underground Hazard:
Included or ☒ Not Applicable.
- .5 The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:
- A. Bodily Injury \$1,000,000 each person
\$1,000,000 each occurrence
 - B. Property damage \$1,000,000 each occurrence; or,
 - C. Bodily Injury and Property damage \$1,000,000 combined single limit
- .6 Umbrella/Excess Liability: \$1,000,000 combined single limit each occurrence for bodily injury and/or property damage
- .7 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.

- .8 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.
- .9 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.
- .10 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

Init.

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 12:10:22 ET on 12/17/2024 under Order No.3104238820 which expires on 12/27/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1852067138)

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:

Init.

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 12:10:22 ET on 12/17/2024 under Order No.3104238820 which expires on 12/27/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1852067138)

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 N/A

Number	Title	Date
.4	Specifications N/A	
Section	Title	Date
.5	Addenda, if any:	
Number		Date
Addendum 1		11/22/2024

.6 Other Documents: "Request for Bid" Documents dated November 13, 2024 Prepared by the City of Mobile Architectural Engineering Department

(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:

ALA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 12:10:22 ET on 12/17/2024 under Order No.3104238820 which expires on 12/27/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1852067138)

(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

Bid Forms	Bid Form
	Accounting of Sales Tax Form C-3A
	Office of Supplier Diversity Subcontracting and Major Supplier Plan
Exhibit 1	Standard Form of Agreement Between Owner and Contractor - AIA Document A101
	General Conditions for of the Contract for Construction- AIA Document A201
Exhibit 2	City of Mobile Insurance Requirements
Exhibit 3	Bonds, Certificates and Affidavits
	Performance Bond
	Labor and Material Payment Bond
Exhibit 4	Request for Taxpayer Identification Number and Certification W9 Tax Form and
	City of Mobile Vendor Information Form
Exhibit 5	Miscellaneous Forms
	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

§ 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:

Init.

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 12:10:22 ET on 12/17/2024 under Order No.3104238820 which expires on 12/27/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1852067138)

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

§ 9.2.7 Non-Agency Clause:

Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

Owner: City of Mobile

Legal Name of Party to Contract:

Contractor: Goram Air Conditioning Company, Inc.

OWNER (Signature)

CONTRACTOR (By Signature)

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

Darren W. Deas, Vice President
(Printed name and title)

ATTEST:

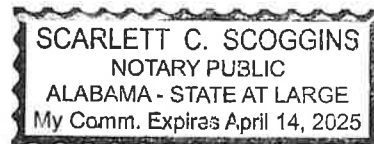
City Clerk

STATE OF Alabama
COUNTY OF At large

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Darren W. Deas as Vice President of Goram Air Conditioning Company, 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 23 day of December, 20 24.

Scarlett C. Scoggins
NOTARY PUBLIC
My Commission Expires: 4.14.25



Init.

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 12:10:22 ET on 12/17/2024 under Order No.3104238820 which expires on 12/27/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1852067138)

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 Goram Air Conditioning Company, Inc. 1252 Houston Street Mobile, Alabama 36606, hereinafter called the Principal, and Hartford Casualty 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 Ninty Nine Thousand Seven Hundred and 00/100 Dollars (\$99,700.00) 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 _____, 2025 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 City of Mobile Alabama Cruise Terminal – New HVAC Units (CT-060-24) 201 South Water Street, Mobile, Alabama 36602, 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 23rd day of December, 2024

CONTRACTOR AS PRINCIPAL

Company: Goram Air Conditioning Company, Inc.
(Corporate Seal)

By: _____

(Signature)

Name and Title: _____

SURETY

Company: Hartford Casualty Insurance Company
(Corporate Seal)

By: _____

(Signature)

Name and Title: _____

J. William Goodloe III, Attorney-in-fact

Resident Agent: _____

(Signature)

Name and Title: J. William Goodloe IIICompany Name: Higginbotham InsuranceAddress: 3212 Midtown Park SouthMobile, AL 36606Phone and Fax: 251-473-4600 / 251-450-0032

Owner's Representative: Cassie Boatwright

REAM Director

PO Box 1827

Mobile, AL 36633

251-208-7454

Performance Bond

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: HIGGINBOTHAM INSURANCE AGENCY INC

Agency Code: 21-250403

- | | |
|-------------------------------------|--|
| ☒ | Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| ☒ | Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| ☒ | Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut |
| ☐ | Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| ☐ | Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| ☐ | Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois |
| ☐ | Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana |
| ☐ | Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida |

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of** Unlimited :

Joanna L. Brinson, W.E. Cadden, Katherine Gilmore, J William Goodloe III, Nina Jacobs, O.M. Otts, IV, Brittany Partin, Erling Riis, III, Charlene C. Stout, Rebecca Ward of MOBILE, Alabama

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, 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.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, 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 effective as of _____.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

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, Goram Air Conditioning Company, Inc. 1252 Houston Street Mobile, Alabama 36606, as Principal, and Hartford Casualty 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 Ninty Nine Thousand Seven Hundred and 00/100 Dollars (\$99,700.00) 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 _____, 2025 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete City of Mobile Alabama Cruise Terminal – New HVAC Units (CT-060-24) 201 South Water Street, Mobile, Alabama 36602, 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.

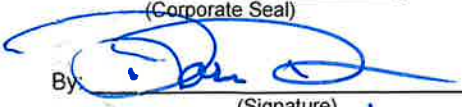
- (a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted 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 J. William Goodloe, III **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 23rd day of December, 2024

CONTRACTOR AS PRINCIPAL

Company: Goram Air Conditioning Company, Inc.
(Corporate Seal)

By: 

(Signature)

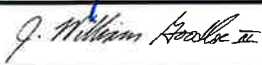
Name and Title:

Darren Daas / Vice President**SURETY**

Company: Hartford Casualty Insurance Company
(Corporate Seal)

By: 

(Signature)

Name and Title: J. William Goodloe, III, Attorney-in-factResident Agent: 

(Signature)

Name and Title: J. William Goodloe, IIICompany Name: Higginbotham InsuranceAddress: 3212 Midtown Park SouthMobile, AL 36606Phone and Fax: 251-473-4600 / 251-450-0032

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

Labor and Material Payment Bond

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: HIGGINBOTHAM INSURANCE AGENCY INC

Agency Code: 21-250403

- | | |
|-------------------------------------|--|
| ☒ | Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| ☒ | Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| ☒ | Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut |
| ☐ | Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| ☐ | Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| ☐ | Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois |
| ☐ | Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana |
| ☐ | Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida |

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of** Unlimited :

Joanna L. Brinson, W.E. Cadden, Katherine Gilmore, J William Goodloe III, Nina Jacobs, O.M. Otts, IV, Brittany Partin, Erling Riis, III, Charlene C. Stout, Rebecca Ward of MOBILE, Alabama

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, 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.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, 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 effective as of _____.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President



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	Goram Air Conditioning Company, Inc
Address	1252 Houston Street, Mobile, AL. 36606
Telephone	251-476-5003
E-Mail	Darren Deas

RFP/RFQ Solicitation Number	CT-060-24
Project Description	
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 36 Female 4 Minority 12 Non-minority 28 SDVO
Total #of Employees	40

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Darren Deas

Signature:  Date: 12/4/24

Title: Vice President

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

Name: Darren Deas Title: Vice President

Email: Darren@goramair.com Phone: 251-476-5003

Page 2 of 5

Subcontractor/Supplier Plan

4/5/2021



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

Subcontracting and Major Supplier Plan

FORM 1: Background and Plan (Cont'd)

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

Please Print Company Gorham Air Conditioning Company, Inc Your Bid/Proposal Amount \$
Date: 12/4/24

12 / 4 / 2024	Description	Alabama Cruise Terminal - New HVAC Units
Name of Bidder/Proposer: _____		

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

[illegible]



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Goram Air Conditioning Company, Inc

Contact Person: Darren Deas Phone 251-476-5003 Email Darren@goramair.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)

X 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.

This project is to remove existing HVAC units and replace with new. All this work will be performed by Goram. The only sub-contractor is the crane company. No DBE's have a crane capable of doing this task.



Goram Air Conditioning Company, Inc.	
Entity ID Number	000-036-895
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	02/28/1975
Registered Agent Name	GORAM, JOYCE L.
Registered Office Street Address	1252 HOUSTON ST MOBILE, AL 36606
Registered Office Mailing Address	1252 HOUSTON ST MOBILE, AL 36606
Nature of Business	---
Capital Authorized	\$10,000
Capital Paid In	\$10,000
Incorporators	
Incorporator Name	GORAM, ROBERT L
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	GORAM, WILLIAM J
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	GORAM, JOYCE L
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	GORAM, HELEN G
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024
Transactions	
Transaction Date	05/28/2002
Registered Agent Changed From	* Added
Transaction Date	09/02/2021
Registered Agent Changed From	GORAM, ROBERT L 1252 HOUSTON ST MOBILE, AL 36606
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	05/28/2002 Registered Agent Change 1 pg.
Document Date / Type / Pages	09/02/2021 Registered Agent Change 2 pgs.

Browse Results

New Search



Company ID Number: 122561

Approved by:

Employer GORAM AIR CONDITIONING CO., INC.	
Name (Please Type or Print) PAULA G WILLIAMS	Title
Signature Electronically Signed	Date 05/27/2008
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/27/2008



Company ID Number: 122561

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	GORAM AIR CONDITIONING CO., INC.
Company Facility Address	1252 HOUSTON STREET MOBILE, AL 36606
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	630680238
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1



Company ID Number: 122561

Approved by:

Employer GORAM AIR CONDITIONING CO., INC.	
Name (Please Type or Print) PAULA G WILLIAMS	Title
Signature Electronically Signed	Date 05/27/2008
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/27/2008



Company ID Number: 122561

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	GORAM AIR CONDITIONING CO., INC.
Company Facility Address	1252 HOUSTON STREET MOBILE, AL 36606
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	630680238
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/20/2024

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

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

PRODUCER Higginbotham Insurance Agency, Inc. 3212 Midtown Park S Mobile AL 36606		CONTACT NAME: Charity Tout PHONE (A/C, No, Ext): 817-349-2334 FAX (A/C, No): E-MAIL: CTout@higginbotham.com ADDRESS: CTout@higginbotham.com	
License#: 2081754 GORAAIR-01		INSURER(S) AFFORDING COVERAGE	
INSURED Goram Air Conditioning Company, Inc. 1252 Houston Street Mobile AL 36606		INSURER A: Middlesex Insurance Company INSURER B: Alabama Self-Insured Worker's Compensation Fund INSURER C: Midwest Employers Casualty Company INSURER D: INSURER E: INSURER F:	
		NAIC # 23434 0 23612	

COVERAGES**CERTIFICATE NUMBER:** 17799961**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			A0160905003	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			A0160905001	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			A0058895	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	P100546AL2024 PUAL129001	1/1/2024 1/1/2024	1/1/2025 1/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment			A016095002	1/1/2024	1/1/2025	Limit: \$100,000 Ded: \$1,000

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

Inland Marine - BUILDERS RISK - Installation Floater Policy

Policy Number: A0160905002

NAIC# 23434

Carrier: Middlesex Insurance Company

Policy Term: 1/1/2024 - 1/1/2025

Limits: Any One Job Site: \$350,000 At Any Location Other Than A Job Site: \$100,000 Property In Transit: \$25,000 Deductible: \$2,500

The General Liability and Automobile Liability policies include a blanket automatic additional insured endorsement that provides additional insured status to the See Attached...

CERTIFICATE HOLDER**CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Higginbotham Insurance Agency, Inc.		NAMED INSURED Goram Air Conditioning Company, Inc. 1252 Houston Street Mobile AL 36606	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status (including Completed Ops).

The General Liability and Automobile Liability policies include a blanket waiver of subrogation endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability and Automobile Liability policies have a blanket Primary & Non-Contributory endorsement that affords that coverage to certificate holders only where there is a written contract between the Named Insured and the certificate holder that requires such status.

The Umbrella Liability policy is follow form.

Project: City of Mobile Alabama Cruise Terminal – New HVAC Units (CT-060-24) 201 South Water Street, Mobile, Alabama 36602.

The City of Mobile are added as additional insured by endorsement on the General Liability policy, Automobile Liability, and Umbrella policies as their interests may appear in regard to work/service performed by the named insured, to the insurance certificate.

The General Liability policy and Automobile Liability policies include an endorsement providing that 30 days notice of cancellation will be furnished to the City of Mobile.

The General Liability, Automobile Liability, and Umbrella Liability policy includes an endorsement providing that 30 days notice of cancellation will be furnished to the City of Mobile.

The Alabama Self-Insured Worker's Compensation Fund waives the right to bring an action against Certificate Holder to enforce any right of subrogation, which may arise from Alabama Self-Insured Worker's Compensation Fund's payment of workers compensation benefits. This waiver does not affect (1) the right of an employee of Member to bring an action for damages, or (2) Alabama Self-Insured Worker's Compensation Fund's right to intervene in such action to protect any interest in any proceeds of any such action. This waiver shall apply only if and to the extent required by the City of Mobile.



AGENDA ITEM SUMMARY SHEET

Agenda of: January 28, 2025

Submitted by:

James Roberts, Sr Dir-Neighborhood Dev

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution authorizing ADECA CDBG-DR LRP Budget Categories

REVIEWERS:

Shakeena Cox
James Roberts
James Barber

RESOLUTION

Sponsored By: Mayor William S. Stimpson

WHEREAS, the City of Mobile receives grant funds from the United States Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program under Title I of the Housing and Community Development Act of 1974, as amended. The CDBG Program is designed to develop viable communities by providing decent housing, a suitable living environment, and expanded economic opportunities; and

WHEREAS, the Alabama Department of Economic and Community Affairs (ADECA) has been awarded Community Development Block Grant-Disaster Recovery funds under the Disaster Relief Supplemental Appropriations Act of 2022 (Public Law 117-43); and

WHEREAS, ADECA has been directed by HUD to utilize the majority of their CDBG-DR funds in designated locations that have been identified as most impacted and distressed areas with regard to hurricanes Sally and Zeta in 2020; and

WHEREAS, the City of Mobile was identified by ADECA through its disaster needs analysis as being the most concentrated area impacted and distressed by these storms and the City staff that administers HUD funds has been verified to have the capacity to carry out CDBG-DR programs and projects directly; and

WHEREAS, as part of the disaster needs analysis the City of Mobile produced and submitted to ADECA its Local Recovery Plan as authorized by Resolution 31-902;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the CDBG-DR Local Recovery Plan Budget is hereby adopted. Said Plan Budget shall direct resources to respond to disaster related needs of affected vulnerable and potentially vulnerable populations as identified in the City of Mobile CDBG-DR Local Recovery Plan. All CDBG-DR funds provided for recovery from hurricanes Sally and Zeta shall be adopted locally into the City of Mobile's

Comprehensive HUD Action Plan as part of its second installment within the City’s overall five-year 2023-2027 Consolidated Housing and Community Development Plan. This adoption will include all HUD and City Council approved Citizen Participation and Substantial Amendment requirements.

BE IT FURTHER RESOLVED, that the Mayor, or his designee, is to act on behalf of the City of Mobile to enact the Local Recovery Plan with the Alabama Department of Economic and Community Affairs, and that this authorization extends to the execution of all required certifications and to all other actions required to obtain referenced Federal funds through ADECA. The Mayor, or his designee, is further authorized to execute Subrecipient Agreements, Administrative Agreements, and associated security documents on behalf of the City in accordance with the table below to reflect the plan implementation allocation:

Line Item	Cost Type	Total
Housing	LMH	\$32,334,137.00
Public Infrastructure/Facility	LMA	\$20,814,900.00
Total		\$53,149,037.00

A copy of this Amendment shall remain on file in the office of the City Clerk.

Adopted:

Lisa C. Lambert, City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: January 28, 2025

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Authorize the Mayor to apply, accept, and receive from the U.S. Department of Transportation (DOT), grant assistance in the amount of \$15,000,000.00 in support of the PROTECT Grant Program for Phase 3 of Broad Street project. There is a 20% local match requirement up to \$3,000,000.00.

Amount of Contract:

Funding Source

ATTACHMENTS:

1. RESOLUTION-PROTECT Broad St Construction

REVIEWERS:

Kelsi Tippery
Randy Threadgill
Laura Angle
Chris Kern
James Barber

R E S O L U T I O N

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive from the U.S. Department of Transportation (DOT), grant assistance in the amount of \$15,000,000.00 in support of the Promoting Resilient Operations for Transformative, Efficient, and Cost-saving Transportation (PROTECT) Grant Program for Phase 3 of Broad Street project. There is a 20% local match requirement up to \$3,000,000.00.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant if offered and to sign any agreements or other documents in connection with the grant application and to provide any information required by the U.S. Department of Transportation, PROTECT grant program. Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of: January 28, 2025

Submitted by:

James Roberts, Sr Dir-Neighborhood Dev

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution for Council-Sen Shelby revolving fund

REVIEWERS:

Shakeena Cox
James Roberts
James Barber

RESOLUTION

Sponsored By: Mayor William S. Stimpson

WHEREAS, the City of Mobile regularly receives direct grant funds from the United States Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974, as amended; and

WHEREAS, the City of Mobile has made a commitment to the development and maintenance of a strong local economy and job growth by encouraging commercial, industrial, and other forms of economic growth; and

WHEREAS, within the City of Mobile, there exists areas of land that are in need of development, redevelopment, rehabilitation, or revitalization to provide for the economic growth and development of the area; and

WHEREAS, the City of Mobile has been named as a grantee of Congressionally Directed Spending for a downtown economic development revolving loan fund through a Community Project Funding (CPF) grant in the amount of \$50,000,000 under the Consolidated Appropriations Act of 2023 (Public Law 117-328); and

WHEREAS, due to the nature of the funding source and requirements to be placed on the City upon the successful approval of the grant application by HUD, the City will work with the Office of Senator Britt and HUD for approval of projects prior to any final project selection;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the grant submission to HUD that establishes the revolving loan fund, known locally as the “Senator Richard Shelby Downtown Economic Development Revolving Loan Fund”, is adopted. This adoption will include all HUD and City Council approved Citizen Participation Plan requirements, Substantial Amendment requirements, and requirement that all Program Income be utilized for the same purposes as originally authorized.

BE IT FURTHER RESOLVED, that the Mayor, or his designee, is to act on behalf of the City of Mobile in the filing of the grant application to HUD, and that this authorization extends to the execution of all required certifications and to all other actions required to obtain referenced Federal funds through HUD. The Mayor, or his designee, is further authorized to execute Subrecipient Agreements, Conditional Commitment Letters, Developer Agreements, Administrative Agreements, Loan Agreements, and associated security documents on behalf of the City in accordance with the table below to reflect the revolving loan fund allocation:

Activity	Total
Hotel Recruitment Loans	\$10,000,000.00
Parking Improvements Loan	\$10,000,000.00
Higher Education Support Loans	\$7,000,000.00
Downtown Economic Development Loans	\$20,000,000.00
Administration	\$3,000,000.00
Total	\$50,000,000.00

Adopted:

Lisa C. Lambert, City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of: January 28, 2025

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Resolution to authorize execution of Settlement and Release Agreement for the Bibb Estate

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution.Bibb Estate Settlement

REVIEWERS:

Patricia Primm

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 the Estate of Jerry Edmundson Bibb, 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



AGENDA ITEM SUMMARY SHEET

Agenda of: January 28, 2025

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Authorize Settlement Agreement and Release of Claims with 1220 Exhibits, Inc.

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution.Settlement.GulfQuest 1220Exhibits

REVIEWERS:

Patricia Primm

Chris Kern

James Barber

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims between National Maritime Museum of the Gulf of Mexico Holdings, National Maritime Museum of the Gulf of Mexico Holdings II, the National Maritime Museum of Gulf of Mexico (GulfQuest), the City of Mobile and 1220 Exhibits, Inc., 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



AGENDA ITEM SUMMARY SHEET

Agenda of: January 28, 2025

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Authorize Settlement Agreement and Release of Claims; Miscellaneous Bank Group

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution.Settlement.GulfQuest BankGroup

REVIEWERS:

Patricia Primm

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 between National Maritime Museum of the Gulf of Mexico Holdings, National Maritime Museum of the Gulf of Mexico Holdings II, the National Maritime Museum of Gulf of Mexico (GulfQuest), the City of Mobile and Hancock Whitney Bank along with Trustmark Bank, Wells Fargo, Coastal Bank and Trust, Regions, ServisFirst Bank, Bankcorp South, BVVA Compass, and Commonwealth National Bank, 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



AGENDA ITEM SUMMARY SHEET

Agenda of: January 28, 2025

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Authorize Settlement Agreement and Release of Claims; Hancock Whitney Bank

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution.Settlement.GulfQuest HancockWhitney

REVIEWERS:

Patricia Primm

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 between National Maritime Museum of the Gulf of Mexico Holdings, National Maritime Museum of the Gulf of Mexico Holdings II, the National Maritime Museum of Gulf of Mexico (GulfQuest), the City of Mobile and Hancock Whitney Bank 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



AGENDA ITEM SUMMARY SHEET

Agenda of: January 28, 2025

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Authorize Settlement Agreement and Release of Claims; Radcliff Contractors, Inc.

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution.Settlement.GulfQuest RadcliffContractor

REVIEWERS:

Patricia Primm

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 between National Maritime Museum of the Gulf of Mexico Holdings, National Maritime Museum of the Gulf of Mexico Holdings II, the National Maritime Museum of Gulf of Mexico (GulfQuest), the City of Mobile and Ben M. Radcliff Contractor, Inc. 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



AGENDA ITEM SUMMARY SHEET

Agenda of: January 28, 2025

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Authorize Settlement Agreement and Release of Claims: Gwins Commercial Printing

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution.Settlement.GulfQuest Gwins

REVIEWERS:

Patricia Primm

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 between National Maritime Museum of the Gulf of Mexico Holdings, National Maritime Museum of the Gulf of Mexico Holdings II, the National Maritime Museum of Gulf of Mexico (GulfQuest), the City of Mobile and Gwin's Commercial Printing 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



AGENDA ITEM SUMMARY SHEET

Agenda of: January 28, 2025

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Authroize Settlement Agreement and Release of Claims; Felder Services, LLC

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution.Settlement.GulfQuest Felder

REVIEWERS:

Patricia Primm

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 between National Maritime Museum of the Gulf of Mexico Holdings, National Maritime Museum of the Gulf of Mexico Holdings II, the National Maritime Museum of Gulf of Mexico (GulfQuest), the City of Mobile and Felder Services, LLC, 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



AGENDA ITEM SUMMARY SHEET

Agenda of: January 28, 2025

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Authorize Settlement Agreement and Release of Claims; Monadcock Media, Inc.

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution.Settlement.GulfQuest Monadock Media

REVIEWERS:

Patricia Primm

Chris Kern

James Barber

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims between National Maritime Museum of the Gulf of Mexico Holdings, National Maritime Museum of the Gulf of Mexico Holdings II, the National Maritime Museum of Gulf of Mexico (GulfQuest), the City of Mobile and Monadock Media, Inc., as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: January 28, 2025

Submitted by:

William Stimpson, Mayor

Sponsored by:

Ricardo Woods, City Attorney

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution_Intergovernmental Agreement_ankle monitoring program
2. Intergovernmental Agreement_Ankle Monitoring Program

REVIEWERS:

Tiereney Leverette
Lana Gauthier

RESOLUTION

Sponsored by: Mayor William S. Stimpson

WHEREAS, it is beneficial to the City of Mobile and serves a public purpose to provide funding to the Mobile County Commission for a Pre-Trail Ankle Monitoring Program administered through the Mobile County Sheriff's Department; and

WHEREAS, the City Council of the City of Mobile believes that it is a good, proper and justifiable use of public resources to enter into an agreement to contribute financial assistance to the Mobile County Commission in furtherance of the above purpose;

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation not to exceed \$800,000.00 to the Mobile County Commission, for the purposes described hereinabove serves a public purpose and the Council further approves and directs the payment of same, and further authorizes the Mayor and City Clerk to execute and attest for and on behalf of the City of Mobile the contract attached hereto, or one worded substantially similar thereto, 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

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE MOBILE COUNTY COMMISSION AND THE CITY OF MOBILE
FOR THE FUNDING OF THE PRE-TRIAL ANKLE MONITORING PROGRAM
TO BE ADMINISTERED BY THE MOBILE COUNTY SHERIFF'S DEPARTMENT

WHEREAS, Mobile County, Alabama ("County"), a body corporate, politic, and a political subdivision of the State of Alabama, by and through the Mobile County Commission, and the City of Mobile, Alabama, a municipal corporation located in the County, acting by and through its duly authorized Mayor ("City"), are authorized to expend public funds when a public purpose will be served thereby; and, each finding that a public purpose will be served by the expenditure of funds; and

WHEREAS, Counties and Municipalities in the State of Alabama may enter into mutual agreements for the public benefit and the County and the City wish to assist the Thirteenth Judicial Circuit Court of Alabama, including the Circuit and District Courts, and the City of Mobile Municipal Courts in their efforts to prevent overcrowding in the Mobile Metro Jail Facility by initiating a new program for the administration of pre-trial ankle monitoring for criminal defendants, who qualify for bail and who could otherwise be incarcerated until his/her time of trial. The County and the City (jointly the Parties) wish to remove the administration and oversight of the existing pre-trial ankle monitoring program from a private organization and fund and facilitate a new pre-trial ankle monitoring program (the New Program) to be managed and regulated by the Mobile County Sheriff's Office (MCSO); and

WHEREAS, the City wishes the County to engage an appropriate contractor(s), to be chosen by the MSCO, to provide hardware, equipment, software, training, and maintenance for the New Program, to be utilized by the MCSO, and the City wishes to provide funding to the County, in addition to the funding provided by the County, to promote MCSO's efforts and services provided to the New Program; and

WHEREAS, the County, the City and the MCSO deem it necessary and desirable to set out the terms of this Agreement with regard to the funding of the New Program.

NOW, THEREFORE, in consideration of the premises and the public purposes to be served thereby, the Parties enter into the following mutual agreement:

1. That the initial, start-up cost for the New Program is approximately One Million Six Hundred Thousand Dollars and 00/100 (\$1,600,000.00). Of that amount, the City will appropriate the County the sum not to exceed Eight Hundred Thousand Dollars and 00/100 (\$800,000.00) (the Funds) for the planning, implementation, management, and oversight of the New Program as provided herein. This contribution represents Fifty Percent (50%) of the total estimated costs for the first year of the New Program. The County will also appropriate Eight Hundred Thousand Dollars and 00/100 (\$800,000.00) to the costs for the first year of the New Program.

2. That the County agrees to utilize the City Funds solely for the purposes identified herein and these funds shall supplement, not supplant, any contribution from the County.

3. That the Parties agree the County shall enter into a Cooperative Purchasing Monitoring and Associated Services Agreement (Services Agreement) with Shadowtrack Technologies, Inc., as its chosen Contractor, who shall supply the MCSO with the necessary hardware, software, training and maintenance for the safe and effective administration of the New Program. The terms set forth in the Services Agreement include prices which shall be used to calculate the total price for the equipment and services and determine the respective contributions of the Parties.

4. The estimated budget for the first year, initial start-up costs is as follows:

Personnel Year 1		
Deputy (X5)	\$ Amount	Notes
Salary	51,000.00	
Insurance (Family)	17,400.00	
Subsistence	2,600.00	
FICA/Medicare	7,803.00	15.3% (Joint Contribution)

Workers Comp	2,007.36	3.28%+1.2% Experience mod
Unemployment Insurance	216.00	2.7% on first \$8000.00
Retirement	4,539.00	8.90%
Outfitting Deputy	14,000.00 14,000.00	
Car (Outfitted for law enforcement)	75,000.00	
Cost Per Deputy	174,565.36	
Total Cost @ 5	1,221,957.52	
Director		
Salary	85,000.00	
Insurance (Family)	17,400.00	
Subsistence	2,600.00	
FICA/Medicare	2,750.00	15.3% (Joint Contribution)
Workers Comp	3,345.60	3.28%+1.2% Experience mod
Unemployment Insurance	216.00	2.7% on First \$8000.00
Retirement	7,565.00	8.90%
Car (Outfitted)	50,000.00	
Director Total	178,876.60	
Clerk		
Salary	35,000.00	
Insurance (Family)	17,400.00	
Subsistence	2,600.00	
FICA/Medicare	5,250.00	15.3% (Joint Contribution)
Workers Comp	1,377.60	3.28%+1.2% Experience mod
Unemployment Insurance	216.00	2.7% on First \$8000.00
Retirement	3,115.00	8.90%
Uniforms	503.00	
Clerk Total	65,461.60	
Office Renovations		Not to exceed \$60,000.00 total

ShadowTrack		
Lease		Not to exceed \$1,089.00 per day
Miscellaneous		
Office equipment		Not to exceed \$50,000 total
OT		

5. The City agrees to pay Fifty Percent (50%) of the actual costs for the initial capital expenditures of the first year within ten (10) days of the execution of this Agreement, to expedite the transition to the New Program. This amount is Fifty percent (50%) of the estimated costs for the initial start-up which includes six (6) new, fully outfitted MCSO vehicles at a cost to the City of \$212,500.00, Deputy outfitting at a cost to the City of \$35,000.00, the costs of any necessary renovation/construction for offices to be used exclusively for the New Program and in an amount not to exceed \$30,000.00 for the City and the costs of laptop computers, monitors, printer/copier(s), radios or other necessary communication equipment, telephones, internet connections and all appropriate installation(s) and any necessary office furniture to accommodate employees and enrollees, at an estimated total cost of \$25,000.00 for the City. The County will contribute the remaining Fifty Percent (50%) of the costs identified above, within ten (10) days of the full execution of this Agreement.

6. The City also agrees to pay Fifty Percent (50%) of the actual costs for the salary, benefits and subsistence payments the County employees, APOST certified officers, Director and Clerk, who shall be One Hundred Percent (100%) dedicated to the New Program. The County will pay the remaining Fifty Percent (50%).

7. The County and the City will share equally the costs of consumables and ongoing expenses for the ShadowTrack lease for the hardware, equipment, software, training and maintenance

based upon the pricing contained in the Services Agreement. The initial lease shall provide the County with two hundred twenty (220) ShadowtrackCuff monitors (Monitors) and accompanying chargers, software, training and maintenance. ShadowTrack will invoice the County for each Monitor, at a cost of \$4.95 per day, per enrollee, on a thirty (30) day billing cycle. Monitors that are not in use shall be invoiced at \$1.95 a day. The maximum cost of the lease amount per day is \$1,089.00.

8. Beginning on February 28, 2025, and on the last day of every month of the term of this Agreement, the County shall reconcile the costs of the of the New Program, minus capital expenditures, against the fees the MCSO collects from criminal defendants enrolled in the New Program. The cost, per enrollee shall be a one-time initial fee of Seventy-Five Dollars and 00/100 (\$75.00), a daily monitor rental fee of Four Dollars and 95/100 (\$4.95) or One Dollar and 95/100 if the monitor is not in use and also a daily service fee of Ten Dollars and 00/100 (\$10.00). The County will provide the City with an accounting of the New Program receivables and expenses and submit an invoice to the City for payment of 50% of any outstanding sums owed, payable within thirty (30) days. If at any time, there are surpluses owed to the City, those funds will be transferred to the City at the end of each Fiscal Year. The County shall also provide an invoice to the City detailing 50% of the costs for each employee serving the New Program.

9. The Parties agree that this Intergovernmental Agreement shall be in full force and effect as of the date of the full execution of the Intergovernmental Agreement. The Parties further agree that the term of this Intergovernmental Agreement shall be for three (3) years, with options for renewals in successive years, at one (1) year increments, with either Party notifying the others no less than sixty (60) days from the expiration of the current Agreement of its intent to renew.

10. The County shall, to the extent possible, cause the Service Agreement with ShadowTrack to be renewed simultaneously with this Agreement, for the same terms.

11. The Parties further agree this Intergovernmental Agreement shall not be terminated for convenience, but only for cause, which includes but is not limited to, material breach of terms, failure to fund the New Program, an increase in the budget, a decrease in either party's general fund or any other action of either Party relating to this Agreement which renders this Agreement void.

12. This Agreement constitutes the entire and only Agreement between the parties relating to the matters described herein, and all prior negotiations, representations, agreements, and understandings are superseded hereby. No agreements altering or supplementing the terms hereof may be made except by means of a written document signed by the duly authorized representatives of the parties.

13. Any notice required by this Agreement shall be given by prepaid, first class, certified mail, return receipt, addressed as follows:

Mobile County Commission
E. Edwin Kerr, County Administrator
Eighth Floor, South Tower
205 Government Street
Mobile, Alabama 36644-1801
eddie.kerr@mobilecountyal.gov

With a copy to:
Jay M. Ross, County Attorney
Tenth Floor, South Tower
205 Government Street
Mobile, Alabama 36644-1801
Jay.ross@arlaw.com

Mobile County Sheriff's Office
Paul Burch, Sheriff
510 South Royal Street
Mobile, Alabama 36603
ATTN: Sgt. Joe Mahoney
jamahoney@mobilecountysoc.com

City of Mobile
William S. Stimpson, Mayor

205 Government Street
Tenth Floor, South Tower
Mobile, Alabama 36644
ATTN: Chief of Staff James Barber
barberj@cityofmobile.org

With a copy to:
Lisa Carroll, City Clerk
Tenth Floor, South Tower
205 Government Street
Mobile, Alabama 36644-1801
Lisa.carroll@cityofmobile.org

14. Nothing in this Agreement obligates the City to provide any future funding for the New Program upon expiration of this Agreement, absent an Amendment agreed-upon, and executed by, both Parties.

15. Each Party shall pay for its own insurance necessary to cover the party for any losses resulting from the New Program.

IN WITNESS WHEREOF, the Parties have each caused this instrument to be executed on the date or dates set out below the signature of their duly authorized representatives.

ATTEST:

MOBILE COUNTY COMMISSION

E. Edwin Kerr, County Administrator

Merceria Ludgood, President

Date: _____

ATTEST:

CITY OF MOBILE, ALABAMA

Lisa C. Lambert, City Clerk

William S. Stimpson, Mayor

Date: _____

FOR THE MOBILE COUNTY SHERIFF'S OFFICE
PROGRAM ADMINISTRATOR

Paul Burch, Sheriff

NOTICE OF HEARING TO CONSIDER VACATION OF
CITY RIGHT-OF-WAY LOCATED ON THE WEST SIDE OF
KNOLLWOOD DRIVE JUST NORTH OF MEDICAL PARK DRIVE

Notice is hereby given that the Mobile City Council proposes to consider adoption of a resolution assenting to the vacation of City right-of-way located on the west side of Knollwood Drive just north of Medical Park Drive.

The adoption of such resolution will be considered by the Mobile City Council on the 5th day of March 2025, at 10:30 a.m., in the Mobile Government Plaza Auditorium, 205 Government Street.

Any citizen alleging to be affected by the proposed vacation may submit a written objection or may speak at the public hearing.

Lisa C. Lambert
City Clerk

NOTICE OF HEARING TO CONSIDER VACATION OF
CITY RIGHT-OF-WAY LOCATED ON THE WEST SIDE OF
KNOLLWOOD DRIVE JUST NORTH OF MEDICAL PARK DRIVE

Notice is hereby given that the Mobile City Council proposes to consider adoption of a resolution assenting to the vacation of City right-of-way located on the west side of Knollwood Drive just north of Medical Park Drive.

The adoption of such resolution will be considered by the Mobile City Council on the 5th day of March 2025, at 10:30 a.m., in the Mobile Government Plaza Auditorium, 205 Government Street.

Any citizen alleging to be affected by the proposed vacation may submit a written objection or may speak at the public hearing.

Lisa C. Lambert
City Clerk

RESOLUTION

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

Adopted:

City Clerk

NOTICE OF PUBLIC HEARING
BEFORE THE CITY COUNCIL OF THE CITY OF MOBILE
TO DETERMINE WHETHER THE MOBILE TOURISM
IMPROVEMENT DISTRICT SHOULD BE
CONTINUED, MODIFIED, OR TERMINATED

Notice is hereby given that the City Council of the City of Mobile will hold a public hearing commencing at 10:30 a.m. on the 4th day of February, for the purpose of considering whether the Mobile Tourism Improvement District should be continued, modified, or terminated. The public hearing will be held by the City Council in the Mobile Government Plaza Auditorium, 205 Government Street, Mobile, Alabama.

The public hearing is being held pursuant to the requirements of Code of Alabama Chapter 54B of Title 11, pertaining to Self-Help Business Improvement Districts in Class 2 Municipalities. At such time and place all person who desire shall have an opportunity to be heard on the question of whether the District should be continued, modified, or terminated.

After such hearing, the City Council may vote to continue, modify, or terminate the District.

This notice is published pursuant to a Resolution of the City Council of the City of Mobile adopted on 28th day of January, 2025.



CITY CLERK