



AGENDA MOBILE CITY COUNCIL MEETING

Tuesday, February 20, 2024, 10:30 AM

1. **CALL TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **APPROVAL OF MINUTES**

February 6 and 14, 2024

7. **COMMUNICATIONS FROM THE MAYOR**
8. **PUBLIC HEARINGS**

Public hearing to declare the structure at 1826 Idell Street a public nuisance and order it demolished (District 1).

Public hearing to declare the structure at 1863 Mott Drive, S. a public nuisance and order it demolished (District 1).

Public hearing to declare the structure at 1508 Lemon Street a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 1053 Rotterdam Street a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 2704 Greenback Drive a public nuisance and order it demolished (District 1).

9. **PRESENTATION OF PETITIONS AND OTHER
COMMUNICATIONS TO THE COUNCIL**

John Kozlinski - Commend MPD for the great job they did during the eight-day cold weather event at the Theodore Church of God.

Pastor Valenia Green - Comments about people who are serving in our community.

Tracey Glover - Comments about letter to the Council about the welfare of horses used in Mardi Gras parades.

Alex Lofton, III - Reducing youth gun violence and crime through poetry slams and spoken word workshops.

10. ORDINANCES HELD OVER

64-016 Consider modification of a previously approved Planned Unit Development for property located at 5041 Rangeline Crossing Drive (sponsored by Councilmember Reynolds).

64-017 Consider modification of a previously approved Planned Unit Development for property located at 3220 Airport Boulevard (sponsored by Councilmember Daves).

11. CIP RESOLUTIONS HELD OVER

21-153 Authorize contract with Harris Contracting Services, Inc. for new pickleball and tennis courts at Crawford-Murphy and Stotts Parks; \$1,516,200.00 (sponsored by Councilmembers Reynolds & Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

12. RESOLUTIONS HELD OVER

08-154 Approve purchase order to a forensic software company for annual renewal of forensic identification software for MPD; \$42,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-155 Approve purchase order to The Lamar Companies for billboard advertising for Art Museum; \$21,126.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-156 Approve purchase order to Magnet Forensics USA, Inc. for annual renewal of subscription of forensic software for MPD; \$54,390.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-157 Approve purchase order to Vermeer Southeast Sales and Service for wood-chipper for Parks Dept.; \$53,504.45 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-158 Approve purchase order to Vulcan, Inc. for street sign holders for Traffic Engineering; \$26,050.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-159 Authorize contract amendment with Volkert, Inc. for Heroes Plaza design

closeout \$35,423.61 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-160 Authorize contract with RECDESK, LLC for Parks & Recreation software services; \$24,500.00 (sponsored by Mayor Stimpson) (submitted by Kim Carmody, Parks & Rec. Dept.).

37-161 Consider the application of Roosevelt Robertson to operate a shuttle service (submitted by Lisa C. Lambert, City Clerk).

37-162 Consider the application of Mountain Taxi, LLC, d/b/a Sunset Taxi, to operate a taxi service (submitted by Lisa C. Lambert, City Clerk).

13. CONSENT RESOLUTIONS BEING INTRODUCED

37-164 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (Off Premises Only) Liquor License to Big Mo Food Mart; 1214 Michigan Avenue (sponsored by Councilmember Carroll).

40-165 Declare the structure at 2704 Greenback Drive a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-166 Declare the structure at 1826 Idell Street a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-167 Declare the structure at 1863 Mott Drive, S. a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-168 Declare the structure at 1508 Lemon Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-169 Declare the structure at 1053 Rotterdam Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

58-170 Declare weeds noxious, Group 1653.

58-171 Assess Cost for Repeat Weed Lien Group 68

60-172 Approve award of special bonus to the Officer of the Month; Kriss (sponsored by Mayor Stimpson) (submitted by Chief Paul Prine, MPD).

60-173 Determine an appropriation to Mothers Involved Against Gun Violence serves a public purpose and approve payment (sponsored by Councilmembers Carroll and Small) (submitted by Donna Bryars, Accounting Dept.).

60-174 Determine an appropriation to Providence Foundation serves a public purpose and approve payment (sponsored by Councilmembers Penn, Carroll, Small, and Gregory) (submitted by Donna Bryars, Accounting Dept.).

60-175 Determine an appropriation to Mothers Involved Against Gun Violence serves a public purpose and approve payment (sponsored by Councilmember

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

60-183 Approve award of special bonus to the Firefighter of the Month; Turner (sponsored by Mayor Stimpson) (submitted by Chief Johnny Morris, MFRD).

14. CIP RESOLUTIONS BEING INTRODUCED

21-176 Authorize contract with JPayne Organization, LLC for pool upgrades at Taylor Park; \$122,400.00 (sponsored by Councilmember C.J. Small and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

15. RESOLUTIONS BEING INTRODUCED

08-177 Approve purchase order to Southern Emergency & Rescue Vehicle Sales, LLC for 3 ambulances for MFRD; \$1,098,032.13 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-178 Approve purchase order to Syn-Tech for annual renewal of fueling system software for Motor Pool; \$16,988.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-179 Approve purchase order to Thinkgard, LLC for annual renewal of network protection software for MIT; \$21,060.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-180 Allocate funds from Unassigned Fund Balance in the General Fund to Capital Improvement Fund MPD-Mounted Polic Facility; \$850,000.00 (sponsored by Mayor Stimpson) (submitted by Relya Gill McMillian, Capital Projects).

40-181 Authorize the purchase of 6160 Gaston Loop Road West for MPD Mounted Police; \$839,000.00 (sponsored by Mayor Stimpson) (submitted by Carleen Stout-Clark, REAM Dept. and Robert Lasky, Public Safety Dept.).

60-182 Authorize Settlement Agreement and Release of Claims; Wilson (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

16. ANNOUNCEMENTS



AGENDA ITEM SUMMARY SHEET

Agenda of:2/20/2024

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

2/16/2024 - 9:15
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/20/2024

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

2/15/2024 -
11:12 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/20/2024

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

2/15/2024 -
11:14 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/20/2024

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

2/15/2024 -
11:16 AM



AGENDA ITEM SUMMARY SHEET

Agenda of: 2/20/2024

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

2/15/2024 -
11:18 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/20/2024

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

2/15/2024 -
12:53 PM



AGENDA ITEM SUMMARY SHEET

Agenda of: 2/20/2024

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Leverette, Tierney

Approved

2/15/2024 -
11:28 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/20/2024

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Leverette, Tiereney

Approved

2/15/2024 -
11:31 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/20/2024

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Leverette, Tiereney

Approved

2/15/2024 -
11:30 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/20/2024

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	2/15/2024 - 12:57 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/20/2024

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description
packet

Type
Cover Memo

Upload Date
1/19/2024

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

1/18/2024 - 2:34
PM

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 5041 Rangeline Crossing Drive

Pursuant to Resolution of the Mobile, Alabama City Council adopted December 14, 2021, a public hearing will be held on the 14th day of February, 2024, at 10:30 a.m., to consider adoption of an ordinance to modify a previously approved Planned Unit Development for property located at 5041 Rangeline Crossing Drive

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Planned Unit Development (PUD) was approved on August 4, 2022 to allow the construction of a new multi-family residential development with multiple structures on a single building site on property located at 5041 Rangeline Crossing Drive and described as follows:

LOTS 6-11, YOGGER PASS PRIVATE ROADWAY, AND COMMON AREAS 1 & 2 AS SHOWN ON THE PLAT OF RANGELINE CROSSING PHASE FOUR, RECORDED IN INSTRUMENT #2021016727 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

WHEREAS, the owner of said property applied for a Major Modification of a previously approved Planned Unit Development on November 17, 2023 to allow multiple buildings on a single building site.

WHEREAS, the Planning Commission held a public hearing on the requested modification on December 21, 2023 and recommended approval of the Major Modification of the PUD subject to the following conditions:

1. Depiction of the 25' minimum building setback along Halls Mill Road and Rangeline Crossing Drive;
2. Retention of the 40' minimum building setback line along Demetropolis Road;
3. Placement of a note stating that no structures are allowed in any easements without the permission of the easement holder;

4. Retention of the note on the site plan to depict that all trash compactors will be connected to sanitary sewer and have a compliant enclosure;
5. Coordination with staff to insure tree plantings are spaced appropriately;
6. Provision of a compliant photometric site plan at the time of permitting;
7. Site is limited to three (3) freestanding signs;
8. Provision of a note on the site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
9. Submittal to and approval by Planning and Zoning of the Major Modification of the Planned Unit Development site plan prior to recording in Probate Court, and the provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning;
10. Compliance with all Engineering comments noted in the staff report for the PUD modification;
11. Placement of a note on the PUD site plan stating the Traffic Engineering comments noted in the staff report, amended as follows: Off-site improvements are required for the development of Lot 1. Any changes to the proposed improvements during the development of Lots 2 or 3 may require a revised Traffic Impact Study to be reviewed and approved by Traffic Engineering. Driveway number, size, location, and design are subject to the approved PUD for this site and shall 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;
12. Compliance with all Urban Forestry comments noted in the staff report;
13. Compliance with all Fire Department comments noted in the staff report; and,
14. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

- A. Is consistent with all applicable requirements of this Chapter;
- B. Is compatible with the character of the surrounding neighborhood;
- C. Will not impede the orderly development and improvement of surrounding property;
- D. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- E. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- G. Shall not be detrimental or endanger the public health, safety or general welfare.
- H. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Section One: That the Major Modification of the PUD is hereby approved with the following required conditions:

1. Depiction of the 25' minimum building setback along Halls Mill Road and Rangeline Crossing Drive;
2. Retention of the 40' minimum building setback line along Demetropolis Road;
3. Placement of a note stating that no structures are allowed in any easements without the permission of the easement holder;
4. Retention of the note on the site plan to depict that all trash compactors will be connected to sanitary sewer and have a compliant enclosure;
5. Coordination with staff to insure tree plantings are spaced appropriately;
6. Provision of a compliant photometric site plan at the time of permitting;
7. Site is limited to three (3) freestanding signs;
8. Provision of a note on the site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
9. Submittal to and approval by Planning and Zoning of the Major Modification of the Planned Unit Development site plan prior to recording in Probate Court, and the provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning;
10. Compliance with all Engineering comments noted in the staff report for the PUD modification;
11. Placement of a note on the PUD site plan stating the Traffic Engineering comments noted in the staff report, amended as follows: *Off-site improvements are required for the development of Lot 1. Any changes to the proposed improvements during the development of Lots 2 or 3 may require a revised Traffic Impact Study to be reviewed and approved by Traffic Engineering. Driveway number, size, location, and design are subject to the approved PUD for this site and shall 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;*
12. Compliance with all Urban Forestry comments noted in the staff report;
13. Compliance with all Fire Department comments noted in the staff report; and,
14. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 14th day of February, 2024, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 31st day of January, 2024 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 5041 Rangeline Crossing Drive.

The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on August 4, 2022. The owner of said property has applied for a Major Modification of a previously approved Planned Unit Development to allow multiple buildings on a single building site. If approved, the modification of the previously approved Planned Unit Development is subject to the following proposed conditions: 1. Depiction of the 25' minimum building setback along Halls Mill Road and Rangeline Crossing Drive; 2. Retention of the 40' minimum building setback line along Demetropolis Road; 3. Placement of a note stating that no structures are allowed in any easements without the permission of the easement holder; 4. Retention of the note on the site plan to depict that all trash compactors will be connected to sanitary sewer and have a compliant enclosure; 5. Coordination with staff to insure tree plantings are spaced appropriately; 6. Provision of a compliant photometric site plan at the time of permitting; 7. Site is limited to three (3) freestanding signs; 8. Provision of a note on the site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council; 9. Submittal to and approval by Planning and Zoning of the Major Modification of the Planned Unit Development site plan prior to recording in Probate Court, and the provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning; 10. Compliance with all Engineering comments noted in the staff report for the PUD modification; 11. Placement of a note on the PUD site plan stating the Traffic Engineering comments noted in the staff report, amended as follows: Off-site improvements are required for the development of Lot 1. Any changes to the proposed improvements during the development of Lots 2 or 3 may require a revised Traffic Impact Study to be reviewed and approved by Traffic Engineering. Driveway number, size, location, and design are subject to the approved PUD for this site and shall 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; 12. Compliance with all Urban Forestry comments noted in the staff report; 13. Compliance with all Fire Department comments noted in the staff report; and, 14. Full compliance with all municipal codes and ordinances.

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

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

WHEREAS, a Planned Unit Development (PUD) was approved on August 4, 2022 to allow the construction of a new multi-family residential development with multiple structures on a single building site on property located at 5041 Rangeline Crossing Drive and described as follows:

LOTS 6-11, YOGGER PASS PRIVATE ROADWAY, AND COMMON AREAS 1 & 2 AS SHOWN ON THE PLAT OF RANGELINE CROSSING PHASE FOUR, RECORDED IN INSTRUMENT #2021016727 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

WHEREAS, the owner of said property applied for a Major Modification of a previously approved Planned Unit Development on November 17, 2023 to allow multiple buildings on a single building site.

WHEREAS, the Planning Commission held a public hearing on the requested modification on December 21, 2023 and recommended approval of the Major Modification of the PUD subject to the following conditions:

1. Depiction of the 25' minimum building setback along Halls Mill Road and Rangeline Crossing Drive;
2. Retention of the 40' minimum building setback line along Demetropolis Road;
3. Placement of a note stating that no structures are allowed in any easements without the permission of the easement holder;
4. Retention of the note on the site plan to depict that all trash compactors will be connected to sanitary sewer and have a compliant enclosure;
5. Coordination with staff to insure tree plantings are spaced appropriately;
6. Provision of a compliant photometric site plan at the time of permitting;
7. Site is limited to three (3) freestanding signs;
8. Provision of a note on the site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
9. Submittal to and approval by Planning and Zoning of the Major Modification of the Planned Unit Development site plan prior to recording in Probate Court, and the provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning;
10. Compliance with all Engineering comments noted in the staff report for the PUD modification;
11. Placement of a note on the PUD site plan stating the Traffic Engineering comments noted in the staff report, amended as follows: *Off-site improvements are required*

for the development of Lot 1. Any changes to the proposed improvements during the development of Lots 2 or 3 may require a revised Traffic Impact Study to be reviewed and approved by Traffic Engineering. Driveway number, size, location, and design are subject to the approved PUD for this site and shall 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;

12. Compliance with all Urban Forestry comments noted in the staff report;
13. Compliance with all Fire Department comments noted in the staff report; and,
14. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

- A. Is consistent with all applicable requirements of this Chapter;
- B. Is compatible with the character of the surrounding neighborhood;
- C. Will not impede the orderly development and improvement of surrounding property;
- D. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- E. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- G. Shall not be detrimental or endanger the public health, safety or general welfare.
- H. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Section One: That the Major Modification of the PUD is hereby approved with the following required conditions:

1. Depiction of the 25' minimum building setback along Halls Mill Road and Rangeline Crossing Drive;
2. Retention of the 40' minimum building setback line along Demetropolis Road;
3. Placement of a note stating that no structures are allowed in any easements without the permission of the easement holder;
4. Retention of the note on the site plan to depict that all trash compactors will be connected to sanitary sewer and have a compliant enclosure;
5. Coordination with staff to insure tree plantings are spaced appropriately;
6. Provision of a compliant photometric site plan at the time of permitting;
7. Site is limited to three (3) freestanding signs;

8. Provision of a note on the site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
9. Submittal to and approval by Planning and Zoning of the Major Modification of the Planned Unit Development site plan prior to recording in Probate Court, and the provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning;
10. Compliance with all Engineering comments noted in the staff report for the PUD modification;
11. Placement of a note on the PUD site plan stating the Traffic Engineering comments noted in the staff report, amended as follows: *Off-site improvements are required for the development of Lot 1. Any changes to the proposed improvements during the development of Lots 2 or 3 may require a revised Traffic Impact Study to be reviewed and approved by Traffic Engineering. Driveway number, size, location, and design are subject to the approved PUD for this site and shall 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;*
12. Compliance with all Urban Forestry comments noted in the staff report;
13. Compliance with all Fire Department comments noted in the staff report; and,
14. Full compliance with all municipal codes and ordinances.

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

Adopted:

Lisa Lambert, City Clerk

**Rangeline Crossing Subdivision, Phase Four, Resubdivision of Lots 6-11
Daniel Lamay (Melissa Hadley, Goodwyn Mills Caewood, Agent)
5041 Rangeline Crossing Drive
Council District 4
Ben Reynolds**



THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

January 16, 2024
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of December 21, 2023 considered the request of Daniel Lamay (Melissa Hadley, Goodwyn Mills Caewood, Agent), for a Major Modification of a previously approved Planned Unit Development (PUD) to allow multiple buildings on a single building site for the property located at 5041 Rangeline Crossing Drive.

After discussion it was decided to recommend approval of the modification request to the City Council subject to the following conditions:

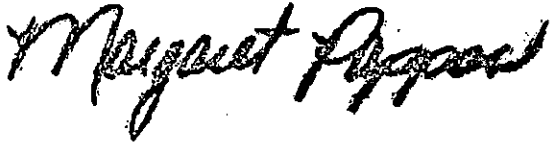
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9. Submittal to and approval by Planning and Zoning of the Major Modification of the Planned Unit Development site plan prior to recording in Probate Court, and the provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning;
10. Compliance with all Engineering comments noted in the staff report for the PUD modification;
11. Placement of a note on the PUD site plan stating the Traffic Engineering comments noted in the staff report, amended as follows: *Off-site improvements are required for the development of Lot 1. Any changes to the proposed improvements during the development of Lots 2 or 3 may require a revised Traffic Impact Study to be reviewed and approved by Traffic Engineering. Driveway number, size, location, and design are subject to the*

approved PUD for this site and shall 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;

12. Compliance with all Urban Forestry comments noted in the staff report;
13. Compliance with all Fire Department comments noted in the staff report; and,
14. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

A handwritten signature in black ink, appearing to read "Margaret Pappas". The signature is fluid and cursive, with the first name "Margaret" being more prominent than the last name "Pappas".

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments



Goodwyn Mills Cawood

2039 Main Street
P.O. Box 1127
Daphne, AL 36526

T (251) 626-2626
F (251) 626-6934

www.gmcnetwork.com

Ms. Margaret Pappas
Deputy Director, Planning and Zoning
Build Mobile
Government Plaza Building
205 Government Street
Mobile, AL 36602

January 9, 2024

RE: Rangeline Crossing Apartments, Disposition of Comments
MOD-002743-2023

Dear Ms. Pappas:

Attached herewith (submitted electronically) please find the revised PUD Site Plan for the above referenced application. This modification was heard and recommended for approval by the Planning and Zoning Commission of the City of Mobile at its regular meeting on December 21, 2023. Also included with this submission is a check in the amount of \$646.00 for advertising fees.

Below are responses to the staff comments and conditions stated in the decision letter dated December 22, 2023, with the changes reflected on the updated drawings.

CONDITIONS

- 1) Depiction of the 25' minimum building setback along Halls Mill Road and Rangeline Crossing Drive;
 - **This information is shown on the modified PUD Site Plan as requested.**
- 2) Depiction of the 40' minimum building setback along Demetropolis Road;
 - **This information is shown on the modified PUD Site Plan as requested.**
- 3) Placement of a note stating that no structures are allowed in any easements without the permission of the easement holder;
 - **This information is shown on the modified PUD Site Plan and included in Note #8.**
- 4) Retention of the note on the site plan stating that all trash compactors will be connected to sanitary sewer and have a compliant enclosure;
 - **This information is retained on the modified PUD Site Plan and included in Note #7.**
- 5) Coordination with staff to insure tree plantings are spaced appropriately;
 - **Acknowledged. A Landscape Plan will be submitted for approval with construction plans.**
- 6) Provision of a compliant photometric site plan at the time of permitting;
 - **Acknowledged. A Photometric Plan will be submitted for approval with construction plans.**
- 7) Site is limited to three (3) freestanding signs;
 - **Acknowledged. Signage details will be submitted for approval with construction plans.**
- 8) Provision of a note on the site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
 - **This information has been added to the modified PUD Site Plan and included in Note #9.**
- 9) Submittal to and approval by Planning and Zoning of the Major Modification of the Planned Unit Development site plan prior to recording in Probate Court, and the provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning;
 - **The modified PUD Site Plan is submitted herewith. Recording shall be accomplished upon approval by the City Council.**

PLANNING AND ZONING
10 JAN 2024 PM 3:38



- 10) Compliance with all Engineering comments noted in the staff report for the PUD modification;
- **Acknowledged. The modified PUD Site Plan complies with Engineering comments.**
- 11) Placement of a note on the PUD site plan stating the Traffic Engineering comments noted in the staff report, amended as follows: *Offsite improvements are required for the development of Lot 1. Any changes to the proposed improvements during the development of Lots 2 or 3 may require a revised Traffic Impact Study to be reviewed and approved by Traffic Engineering. Driveway number, size, location, and design are subject to the approved PUD for this site and shall 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;*
- **The requested notes are shown on the modified PUD Site Plan in Note #10.**
- 12) Compliance with all Urban Forestry comments noted in the staff report:
- **Acknowledged.**
- 13) Compliance with all Fire Department comments noted in the staff report;
- **Acknowledged.**
- 14) Full compliance with all municipal codes and ordinances.
- **Acknowledged.**

I trust that all outstanding issues have been resolved to the satisfaction of the Planning and Zoning Department. We request that this application be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council. If you have any questions or comments regarding the information contained in this submittal, please contact me by email or phone as listed below. Thank you.

Sincerely,

A handwritten signature in black ink that reads 'Melissa Hadley'.

Melissa A. Hadley, PhD, RLA, AICP

Project Manager, Engineering

Goodwyn Mills Cawood

melissa.hadley@gmcnetwork.com

251-626-2626 office

850-353-3330 cell

CC: File, Dan Lamay



SITE DEVELOPMENT SUMMARY:

TOTAL SITE AREA	45.01 AC.
PROPOSED APARTMENT UNITS	835 (PER ORIGINAL PUD)
PHASE 1 = 270	(AMENDED)
PHASE 2 = 204	(AMENDED)
PHASE 3 = 361	(AMENDED)
GROSS DENSITY	18.55 DU/AC.
TOTAL APARTMENT BLDGS.	27
3-STORY = 5	
3-STORY = 13	
4-STORY = 6	
MIXED 3&4 STORY = 3	
APARTMENT BLDG. COVERAGE	321,803.10 S.F. (AMENDED)
TOTAL BUILDING COVERAGE	351,312.50 S.F. (AMENDED)
TOTAL SITE BLDG. COVERAGE	18.3% (AMENDED)
NET BLDG. SITE AREA PER DU	418 S.F.
COMMON OPEN SPACE	22.2 AC. (50.3%) (AMENDED)

PARKING SUMMARY:

PARKING REQUIRED:	1,253 (@ 1.5 PER UNIT)
APARTMENTS	33 (@ 1 PER 300 SF)
CLUB & ACTIVITY BLDGS.	1,286
TOTAL	

PARKING PROVIDED:

STANDARD SURFACE SPACES	1,272 (AMENDED)
HANDICAPPED SPACES	36 (AMENDED)
CARRIAGE UNIT SPACES	30
GARAGE SPACES (INCL. 3 HC)	56 (AMENDED)
TOTAL	1,394 SPACES + (AMENDED TOTAL)

*TOTAL OF PROVIDED PARKING INCLUDES 33 SPACES FOR CLUBHOUSE & ACTIVITY BUILDING.

- NOTES:**
- 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 (208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
 - 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.
 - 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 Storm Water Runoff Control.
 - 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.
 - 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.
 - The proposed development must comply with all Engineering Department design requirements and Policy Letters.
 - All trash compactors shall be connected to sanitary sewer and have a compliant enclosure.
 - No structures are allowed in any easements without the permission of the easement holder(s).
 - Future development or redevelopment of the property may require approval by the Planning Commission and City Council.
 - Offsite improvements are required for the development of Lot 1. Any changes to the proposed improvements during the development of Lots 2 or 3 may require a revised Traffic Impact Study to be reviewed and approved by Traffic Engineering. Driveway number, size, location, and design are subject to the approved PUD for this site and shall 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.

LEGAL DESCRIPTION

Lots 6-8, Yaggar Pass Private Roadway, and Common Areas 1 & 2 as shown on the plat of Rangeline Crossing Phase Four, recorded in Instrument #202008727 in the Office of the Judge of Probate, Mobile County, Alabama.

GMC

2039 Main Street
Daphne, AL 36526
T 251.626.2628
GMC@GMCWORK.COM

ISSUE	DATE
PROJ. SUBMITTAL	1.25.2022
ADDRESS COMMENTS	8-4-2022
REVISIONS	10-25-2022
REPLACEMENT	10-25-2022

**CATHCART GROUP
APARTMENTS
AT
RANGELINE CROSSING**

**PUD SITE PLAN
RANGELINE CROSSING
MOBILE, AL**

C-100
- sheet - of



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

December 22, 2023

Daniel Lamay
Rangeline Land Associates, LLC
200 Reserve Boulevard, Suite 300
Charlottesville, VA 22901

Re: 5041 Rangeline Crossing Drive
MOD-002743-2023
Daniel Lamay (Melissa Hadley, Goodwyn Mills Caewood, Agent)
District 4
Modification of a previously approved Planned Unit Development to allow multiple buildings on a single building site.

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

At its meeting on December 21, 2023, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission determined that the following criteria prevail to support the Major Planned Unit Development Modification request:

- A. The request is consistent with all applicable requirements of this Chapter;
- B. The request is compatible with the character of the surrounding neighborhood;
- C. The request will not impede the orderly development and improvement of surrounding property;
- D. The request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- E. The request is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- F. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- G. The request shall not be detrimental or endanger the public health, safety or general welfare.
- H. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

Based on the above criteria, the Planning Commission voted to recommend Approval of the Major Planned Unit Development Modification to the City Council, subject to the following conditions:

1. Depiction of the 25' minimum building setback along Halls Mill Road and Rangeline Crossing Drive;
2. Retention of the 40' minimum building setback line along Demetropolis Road;
3. Placement of a note stating that no structures are allowed in any easements without the permission of the easement holder;
4. Retention of the note on the site plan to depict that all trash compactors will be connected to sanitary sewer and have a compliant enclosure;
5. Coordination with staff to insure tree plantings are spaced appropriately;
6. Provision of a compliant photometric site plan at the time of permitting;
7. Site is limited to three (3) freestanding signs;
8. Provision of a note on the site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
9. Submittal to and approval by Planning and Zoning of the Major Modification of the Planned Unit Development site plan prior to recording in Probate Court, and the provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning;
10. Compliance with all Engineering comments noted in the staff report for the PUD modification;
11. Placement of a note on the PUD site plan stating the Traffic Engineering comments noted in the staff report, amended as follows: *Off-site improvements are required for the development of Lot 1. Any changes to the proposed improvements during the development of Lots 2 or 3 may require a revised Traffic Impact Study to be reviewed and approved by Traffic Engineering. Driveway number, size, location, and design are subject to the approved PUD for this site and shall 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;*
12. Compliance with all Urban Forestry comments noted in the staff report;
13. Compliance with all Fire Department comments noted in the staff report; and,
14. Full compliance with all municipal codes and ordinances.

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.

The advertising fee for this application based on the current legal description is **\$646.00**. 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.

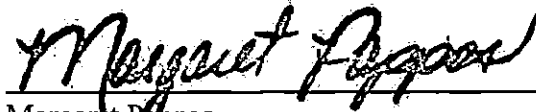
MOD-002743-2023 5041 Rangeline Crossing Drive
December 22, 2023

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By:

A handwritten signature in black ink, appearing to read "Margaret Pappas", written over a horizontal line.

Margaret Pappas

Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION

November 28, 2023

PUBLIC HEARING NOTICE



Re: 5041 Rangeline Crossing Drive
MOD-002743-2023
Rangeline Crossing Subdivision, Phase Four, Resubdivision of Lots 6-11
Kari Givens, Byrd Surveying, Inc. & Daniel Lamay (Melissa Hadley, Goodwyn Mills Cawood, Agent)
District 4
Modification of a previously approved Planned Unit Development to allow shared access between multiple lots.

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, December 21, 2023, at 2:00 p.m. to consider your above referenced application.

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

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

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, December 20, 2023, to allow adequate time for the Commission members to review the information.

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

MOBILE CITY PLANNING COMMISSION

November 28, 2023

PUBLIC HEARING NOTICE



Re: 5041 Rangeline Crossing Drive
MOD-002743-2023
Rangeline Crossing Subdivision, Phase Four, Resubdivision of Lots 6-11
Kari Givens, Byrd Surveying, Inc. & Daniel Lamay (Melissa Hadley, Goodwyn Mills Cawood, Agent)
District 4
Modification of a previously approved Planned Unit Development to allow shared access
between multiple lots

Dear Property Owner(s):

This letter is to advise adjacent property owners, as required by State Law, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, December 21, 2023, at 2:00 p.m., to consider the above referenced application.

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

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

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, December 20, 2023, to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules and Procedures limit both the proponent and opposition to four (4) speakers each, for a maximum of five (5) minutes. For additional information or assistance, please contact a Planner at (251) 208-5895.

Dan Lamay

From: Pappas, Margaret <pappasm@cityofmobile.org>
Sent: Friday, October 27, 2023 3:03 PM
To: Dan Lamay; Stephen Harvey
Cc: danderson@burr.com
Subject: Rangeline Crossing

CAUTION: EXTERNAL EMAIL - This email originated from outside of the organization.

Below is a follow up to our Teams meeting on Tuesday, October 24.

The current proposal would be to create three (or four, depending on phasing/ownership) legal lots of record, AND Yogger Pass would no longer be a private street. The access drive formerly known as Yogger Pass would simply be an internal access Road for the apartment development. This would constitute a major modification to the existing PUD. In reviewing the previous PUD application with legal counsel, the owner authorizations submitted on the previous PUD are adequate to be included with the proposed major modification. This is because the number of units are not changing and the impact is the same.

As discussed, the major modification would allow the subdivision to be recorded without the construction of Yogger Pass to private street standards per the Subdivision Regulations. Additionally, while the Subdivision (to create 3 – 4 lots) and major modification are working their way through the Planning Commission and City Council processes, plans and permit applications may be submitted for review and comment.

I hope this provides you the clarification needed.

Margaret Pappas

Deputy Director, Planning and Zoning
Planning & Zoning



pappasm@cityofmobile.org
(251) 208-5895



Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits**

Checklist A

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

Checklist B

☐ **Planned Development**

Checklist C

☒ **Previously approved Planning Approvals or Planned Unit Development**

Checklist D

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

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

	Applicant	Agent (If Applicable)
Name:	Daniel Lamay	Melissa Hadley
Firm:	RANGELINE LAND ASSOCIATES LLC	Goodwyn Mills Cawood
Phone:	(434) 282-2823	(251) 626-2626
Email:	dlamay@cathcartgroup.com	melissa.hadley@gmcnetwork.com
Address:	200 RESERVE BLVD STE 300 CHARLOTTESVILLE, VA 22901	2039 Main St., Daphne, AL 36526

	Owner	Design Professional
Name:	Daniel Lamay	Melissa A. Hadley, PhD, RLA, AICP
Firm:	RANGELINE LAND ASSOCIATES LLC	Goodwyn Mills Cawood
Phone:	(434) 282-2823	(251) 626-2626
Email:	dlamay@cathcartgroup.com	melissa.hadley@gmcnetwork.com
Address:	200 RESERVE BLVD STE 300 CHARLOTTESVILLE, VA 22901	2039 Main St., Daphne, AL 36526

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

5041 Rangeline Crossing Drive 45 ac
 Property Address Property Area (acres or square feet)
 04009568, 04009569, 04009571, 13300210, 13300209, 13300205, 13300207, 13300206, 13300204
 Parcel Number(s) or Key Number(s)
 B-3, Community Business Suburban District/PUD B-3, Community Business Suburban District/PUD
 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: Not Applicable

- 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
 NOVEMBER 13, 2023
 11/10/2023
 Digitally signed by Melissa A. Hadley
 Date: 2023.11.10 11:46:55 -06'00'
 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.

Melissa A. Hadley Digitally signed by Melissa A. Hadley
 Date: 2023.11.10 11:48:03 -06'00'
 11/10/2023
 Applicant or Agent Signature Date

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

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

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

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

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

The site is identified for "Priority Investment Opportunities" and it's FLUM designation of DC is intended for moderate to high-density residential uses. The proposal advances the City's goals by: increasing density (19.1 du/ac); creating a mixed-use center through the introduction of new residential development; contributing to quality diverse housing choice; providing a pedestrian-friendly environment with sidewalks located throughout; locating housing near jobs and services; and enhancing connectivity.

District Center (DC)

Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.

The site's location in West Mobile and multifamily use places higher density adjacent to several major streets planned for future growth, including existing arterials Halls Mill Road and Demetropolis Road. The site will also help further the goals enumerated for the adjacent Suburban Center node by adding density, mixing uses, and encouraging the redevelopment of strip centers into mixed-use development.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

Letters in support of the current Rangeline PUD application from adjoining property owners in the overall PUD were previously submitted. Proposed access to the site is aligned with the existing Lowes Drive at Halls Mill Road to minimize intersection impacts. The major east-west access drive through the site will connect from this intersection to Demetropolis Road. The site will also be accessed from the south via a drive built to serve the adjoining Aldi store, thus utilizing existing infrastructure and providing additional connections.

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

Site plan is attached.

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 2022

6. Please provide the following information:

- ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)
(5) 2-sty bldgs. w/garages on first floor; (13) 3-sty bldgs; (6) 4-sty bldgs; (3) mixed 3- and 4-sty bldgs; Amenities include pools, clubhouse and recreation courts
A total of twenty-seven (27) apartment buildings offering one- and two-bedroom homes are proposed in a landscaped setting.
- ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)
At least one heritage tree will be planted for every 30' of road frontage and one tree for every 30' of the outside lot perimeter. In addition, parking lots will contain a landscape island after every 12th parking space. Open areas will be grassed and an overall landscape design will be implemented.
- ☐ Lighting:
Site lighting shall be designed to achieve a 1-ft candle average across the entire site with modifications at property lines to comply with applicable Codes.
Pole, bollard, building-mounted fixtures, and low-voltage pathway lighting will be used with requirements determined by a full photometric plan.
- ☐ Hours of operation: not applicable
- ☐ Other conditions that are unique to the use of the property:
The site is part of the existing Rangeline Crossing PUD that has been under development over the last decade. Surrounding uses are mixed and draw from smaller local markets (Aldi, Starbucks); larger markets (big box, Lowe's); various industrial uses (trucking); and regional health care (VA Clinic).

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. Seeding, mulching, and sodding of disturbed soils will control dust on site. Noise levels will increase during construction, but are expected to return to normal following construction. It is not anticipated that any gas tanks will be stored on site, nor are noxious odors, emissions, vibration, or smoke issues anticipated with the construction and future operation of this development.

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. Mobile's housing stock is aging, with 72% of all housing units constructed before 1980. A large segment (43%) of the City's population are renters, but multifamily and duplex units comprise only 25% of all housing, indicating an inadequate supply of rental options for Mobile families. The proposed PUD will provide much-needed apartments and help transform its surrounding commercial and industrial context into a true mixed-use center. Future residents will benefit from easy access to nearby jobs, shopping, transportation networks, and a variety of services.

Please refer to the revised PUD document submitted with this application for more information.



Plan Submission Contact Information

Name of Project Cathcart Group Apartments at Rangeline Crossing

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Owner Rangeline Land Associates, LLC

Address 200 Reserve Blvd. Suite 300, Charlottesville, VA Zip Code 22901

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Authorized Agent Goodwyn Mills Cawood / Melissa A. Hadley

Address 2039 Main Street, Daphne, AL Zip Code 36526

Phone 251-626-2626 Fax _____ Email melissa.hadley@gmcnetwork.com

Contractor _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Civil Engineer Goodwyn Mills Cawood / Scott Hutchinson

Address 2039 Main Street, Daphne, AL Zip Code 36526

Phone 251-626-2626 Fax _____ Email scott.hutchinson@gmcnetwork.com

Architect _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Submitted by:

Melissa Hadley Melissa A. Hadley

Signature _____ Print _____

11/17/2023 Agent

Date _____ Affiliation to project/Organization _____



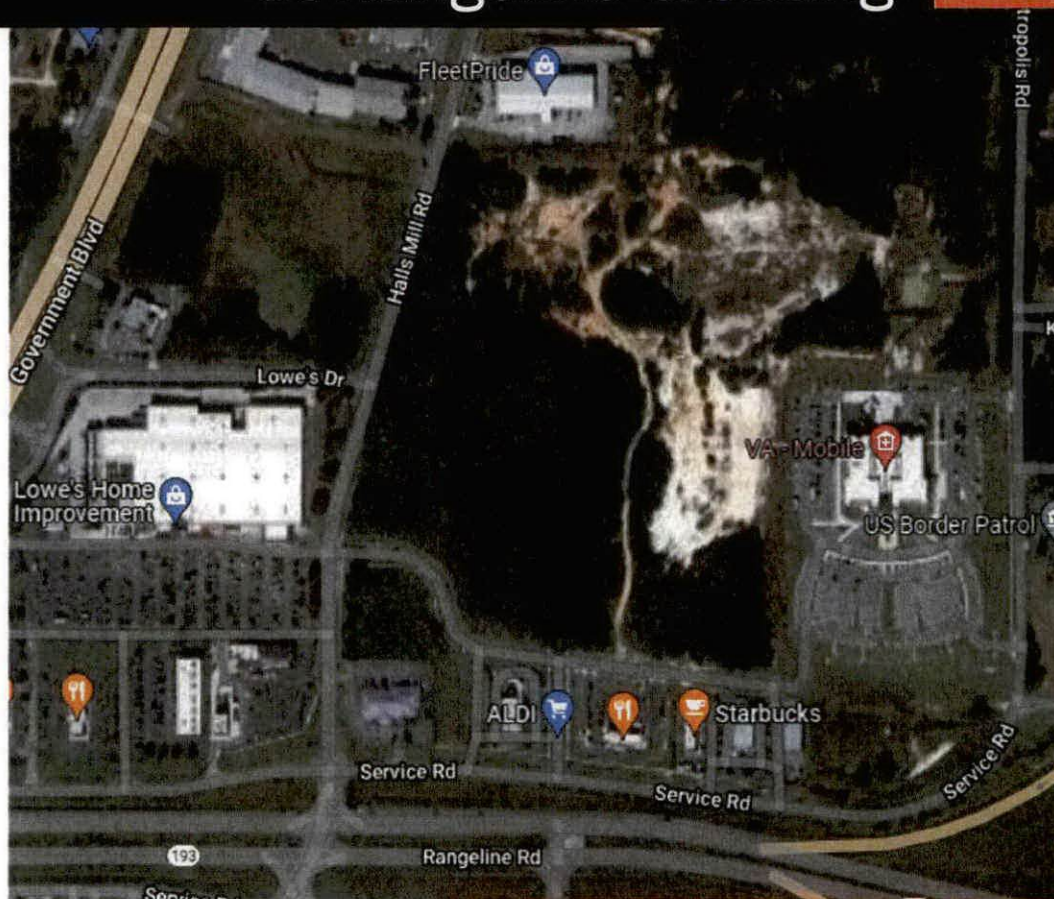
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Cathcart Group Apartments

at Rangeline Crossing



Amended Planned Unit Development
Document

Prepared for: Cathcart Properties, Inc., or
Its Assigns

Cathcart Group Apartments



Cathcart Group Apartments at Rangeline Crossing

A Planned Unit Development
Mobile, Alabama

November 16, 2023 – PUD Amendment

1. Introduction

“Cathcart Group Apartments at Rangeline Crossing” is an approximate 45-acre site within the existing Rangeline Crossing Planned Unit Development (PUD). It is located in the City of Mobile, Alabama, in an area commonly referred to as Tillman’s Corner. The site contains nine (9) parcels (Figure 1) and lies in the northwest quadrant of the intersection of Highway 193 (aka Rangeline Road) and US Interstate 10. It is bounded on the west by Halls Mill Road, on the south by Rangeline Crossing Drive; and on the east by Demetropolis Road. The site is also located in the Dog River/Garrow’s Bend Watershed and contains no designated FEMA flood hazard zones.

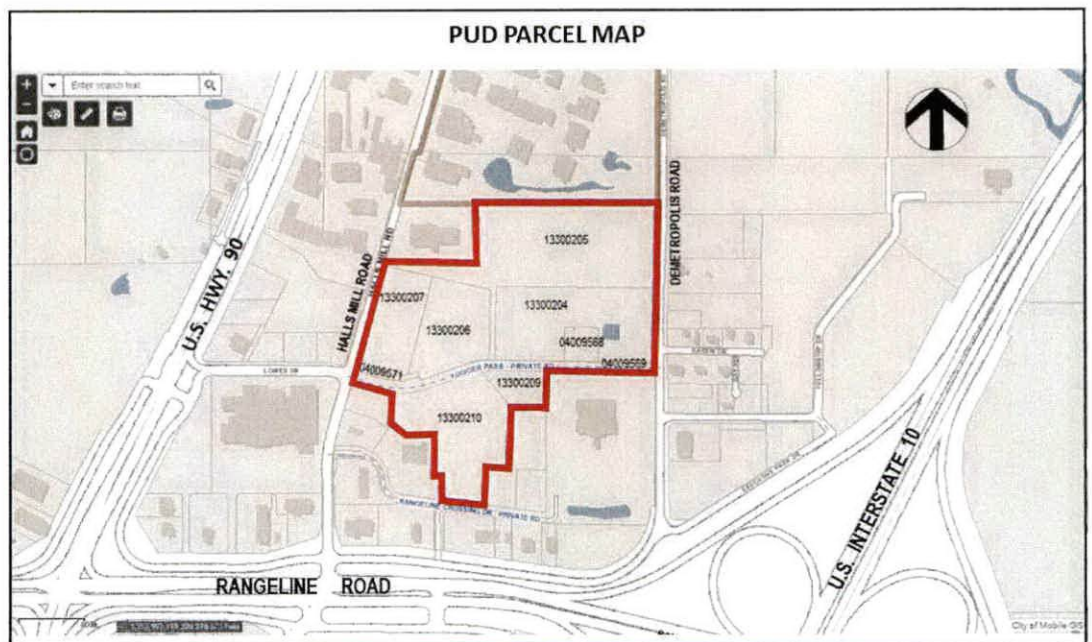


Figure 1: PUD Parcel Map. Source: City of Mobile GIS data, customized by the author.

The property is zoned B-3 Community Business District and the current land use is undeveloped with portions of the site previously cleared. A Planned Unit Development (PUD) was approved for this project by the Mobile Planning Commission on August 8, 2022. Surrounding uses are mixed and contain restaurants and grocery stores that draw from smaller local markets (i.e. Aldi, Starbucks); and larger markets for big-box retail (i.e. Lowe’s Home Improvement Store); various industrial uses (i.e. trucking and distribution centers, uniform services); and regional health care (i.e. the Mobile VA Clinic). This diverse variety of goods and services is typical of its location at the intersection of

major thoroughfares. The site is served by existing bus routes along Government Street (US 90) and Rangeline Road. See Figures 2 and 3 for additional detail of surrounding land uses and zoning and Appendix B for street view photographs.



Figure 2: PUD Location Map with surrounding land uses. The site is located in West Mobile in the Tillman's Corner area. Source: Google Maps, customized by the author.

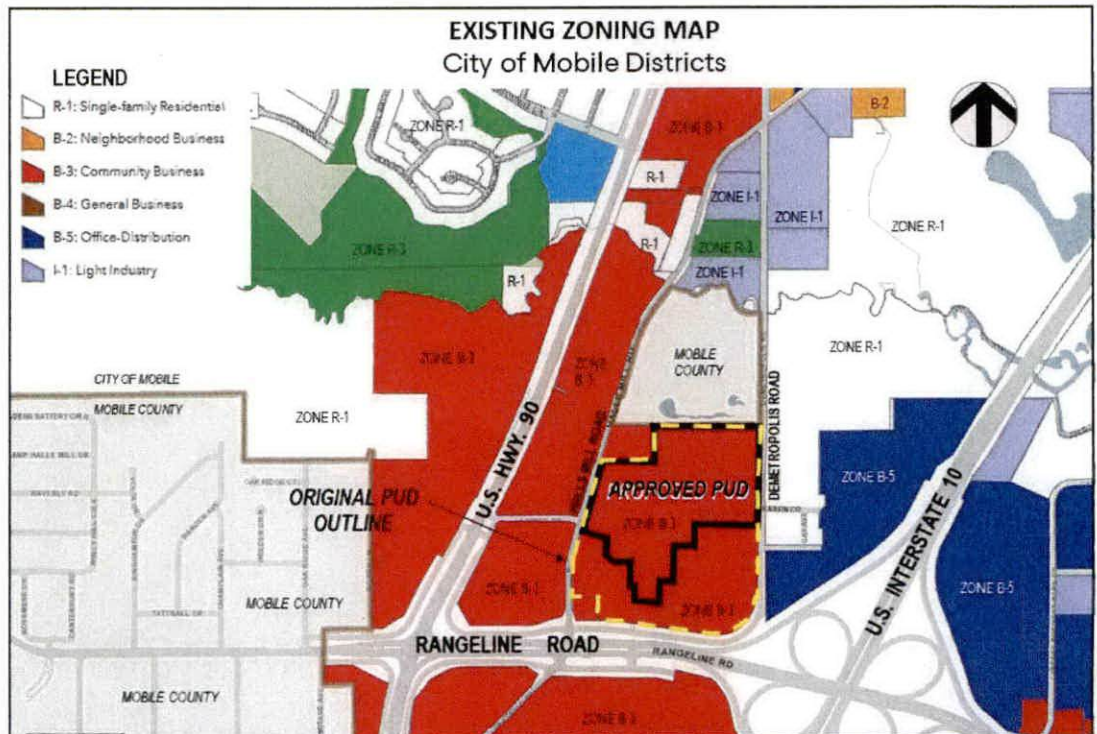


Figure 3: PUD Zoning Map with surrounding zoning designations. Existing zoning of the PUD property is Zone B-3. Source: City of Mobile GIS Data, customized by the author.



B-3 districts include land and structures to furnish a wide variety of retail goods and services needed by a community of neighborhoods within convenient driving distance. Typical Land Uses allowed by-right in the B-3 zoning district include such things as appliance sales and service, automobile or boat sales and service, car wash, light industrial and distribution, home furnishings and services, groceries, and novelty and antique stores. Multifamily residential uses are allowed by-right while single-family or duplex units must be located above the first floor.

Development in B-3 districts is restricted by the following general standards:

- Maximum residential density = 25 du/ac (dwelling units per acre)
- Maximum building coverage = 50%
- Maximum building height = 45'
- Minimum building setbacks = Front: 25', Side & Rear: 0'
- Required parking = 1-1/2 spaces per unit
- Minimum landscape area required = 12% of site

Although a side setback is not required in B-3 zoning districts, if provided it must be a minimum of five (5) feet in width. Additionally, building height in any B-3 district may be increased by two and one-half (2.5) feet above the general height limit for each one (1) foot of side yard provided in excess of ten (10) feet. For example, the maximum building height is increased to 50' when a 12' side yard is provided.

In addition to the minimum landscape area required, the front setback must contain at least one (1) heritage tree for every thirty (30) feet of road frontage and one (1) heritage tree or one (1) understory tree for every thirty (30) feet of the outside lot perimeter, less those heritage trees required in the front setback. Parking lots are also regulated by additional landscape design criteria based on the number of spaces provided with minimum interior landscape medians required after every twelfth space to break up the expanse of pavement.

2. Application Description

This document accompanies an amendment to the subject PUD approved by the City of Mobile Planning Commission on August 4, 2022 (case no. PUD-002120-2022). The subject property is also part of the existing Rangeline Crossing PUD that has been under development over the last decade. It is comprised of Lots 6-11, Yogger Pass Private Roadway, and Common Areas 1 & 2 as shown on the plat of Rangeline Crossing Phase Four, recorded in Instrument #2021016727 in the Office of the Judge of Probate, Mobile County, Alabama (see Appendix A). This application seeks to amend the previously approved PUD to allow the construction of a multifamily development consisting of several different apartment configurations, surface and garage parking, and extensive amenities within common areas (see Site Plan, Figure 4). Letters from current property owners authorizing this PUD were included with the original application. Also submitted for concurrent review with the PUD Amendment application is a three-lot Subdivision Application to replat the above referenced parcels.

Site Development

The development is to be constructed in three phases as described in Table 1 below, but with the possibility of the third phase further divided as two sub-phases should market conditions warrant. The total number of apartment units proposed remains unchanged from the original PUD proposal and is 835 at full build-out, yielding a gross density of 18.55 units per acre. Each phase will have a mix of building types, common areas, amenities, ample parking, separate detached garages, and conveniently located enclosed areas for trash disposal. The primary clubhouse and pool area are

located close to the entrance at Halls Mill Road and will be constructed with phase 1. The phases are summarized in Table 1 below.

Table 1: Amended PUD phasing summary of site areas, building types, and apartment units.

PHASING SUMMARY							
	SF	ACRES	BLDGS	CARRIAGE	GARAGE	UNITS	BEDROOMS
PHASE 1	661,629	15.19	7	2	2	270	416
PHASE 2	412,273	9.46	5	0	3	204	358
PHASE 3	849,148	19.49	10	3	2	361	646
TOTAL	1,923,050	44.15	22	5	7	835	1420

Primary access to the site is via a proposed access drive traversing the site that will connect to Halls Mill Road at Lowe's Drive on the west, and Demetropolis Road on the east for the second access point. A third proposed access will connect to Rangeline Crossing Drive to the south and utilizes an existing drive along the western boundary of the site. The connection to Halls Mill Road will be constructed as part of Phase 1, the southerly connection to Rangeline Crossing Drive with Phase 2, and the connection to Demetropolis Road to be built with Phase 3.



Figure 4: Amended PUD Site and Circulation Plan



Overall, the development will contain twenty-seven (27) apartment buildings offering a mix of one-, two-, and three-bedroom residential units in a landscaped setting. The buildings are to be distributed as follows:

Type	Number
2-story carriage apartment buildings with garages occupying the ground level	5
3-story buildings	13
4-story buildings	6
Mixed 3 & 4-story buildings	3
TOTAL BUILDINGS	27

The apartment buildings footprint area is 321,803.10 square feet and when added to 29,509.40 square feet of garages, amenity, and maintenance buildings, equates to total building coverage of 351,312.50 square feet, or 18.3 percent of the site. This is below the maximum building coverage allowed of 50 percent.

Open/Landscape Area

Required landscaped area is twelve (12) percent of the total site, equaling 5.40 acres. Open areas (i.e., those excluding buildings, parking lots, pavement, roadways, and reserved drainage areas) account for 22.2 acres. Thus, the proposed landscape area is 50.3 percent, well above the minimum required. It must be noted that this calculation is subject to change following detailed engineering.

The site proposes a wide range of passive and active recreation opportunities with five (5)-foot wide sidewalks throughout. Residents will have access to many outdoor social spots for grilling, swimming, walking, and playgrounds; along with indoor areas for lounging, hosting parties, working out, a business center, and game rooms. Amenities to be built with Phase 1 include the clubhouse, pool, multipurpose court, and dog park. A second dog park will be added with Phase 2, with an activity building, pool, and playground added in Phase 3.

Site Circulation

An efficient, looped 2-way vehicular network will connect parking areas, garages, amenity areas, and adjoining streets. Sidewalks are provided for internal pedestrian circulation routes between buildings and amenities, and adjacent to parking lots for safe access. The required parking for the development is 1,236 total spaces (835 units x 1.5 spaces/unit) with proposed parking to be provided as follows:

Space Type	Provided
Standard 9'x18' surface parking	1,272
Handicapped Parking	36
Garage Parking	86
TOTAL PARKING	1,394 Spaces*

*Note: Total count includes 33 spaces for clubhouse and activity building parking computed at one (1) space per 300 square feet of building area.

As indicated above, the proposed parking exceeds the minimum required and will serve the development well. A generous number of landscape islands located within rows and between parking bays punctuate the paved areas to provide shade, enhance site aesthetics, reduce the heat island effect, and aid in stormwater management. These landscape islands are located after every twelfth parking space. See Figure 4 for general site circulation and parking layout.

Site Utilities

Water service to the site will be obtained from public water mains constructed by Mobile County Water within Halls Mill Road and Demetropolis Road. An on-site gravity sewer system will be used to collect the sanitary sewage and connect to an existing gravity sewer line located along Demetropolis Road. The on-site storm water will be collected by a series of storm water inlets and directed via a network of underground pipes to one of two (2) storm water ponds on the subject property and a third pre-existing detention pond built between Lots 5 and 6 of the Rangeline Crossing Phase Four PUD. New ponds to be constructed on site include one in the northeast corner; and a second to be built near the center of the site (see Figure 5).

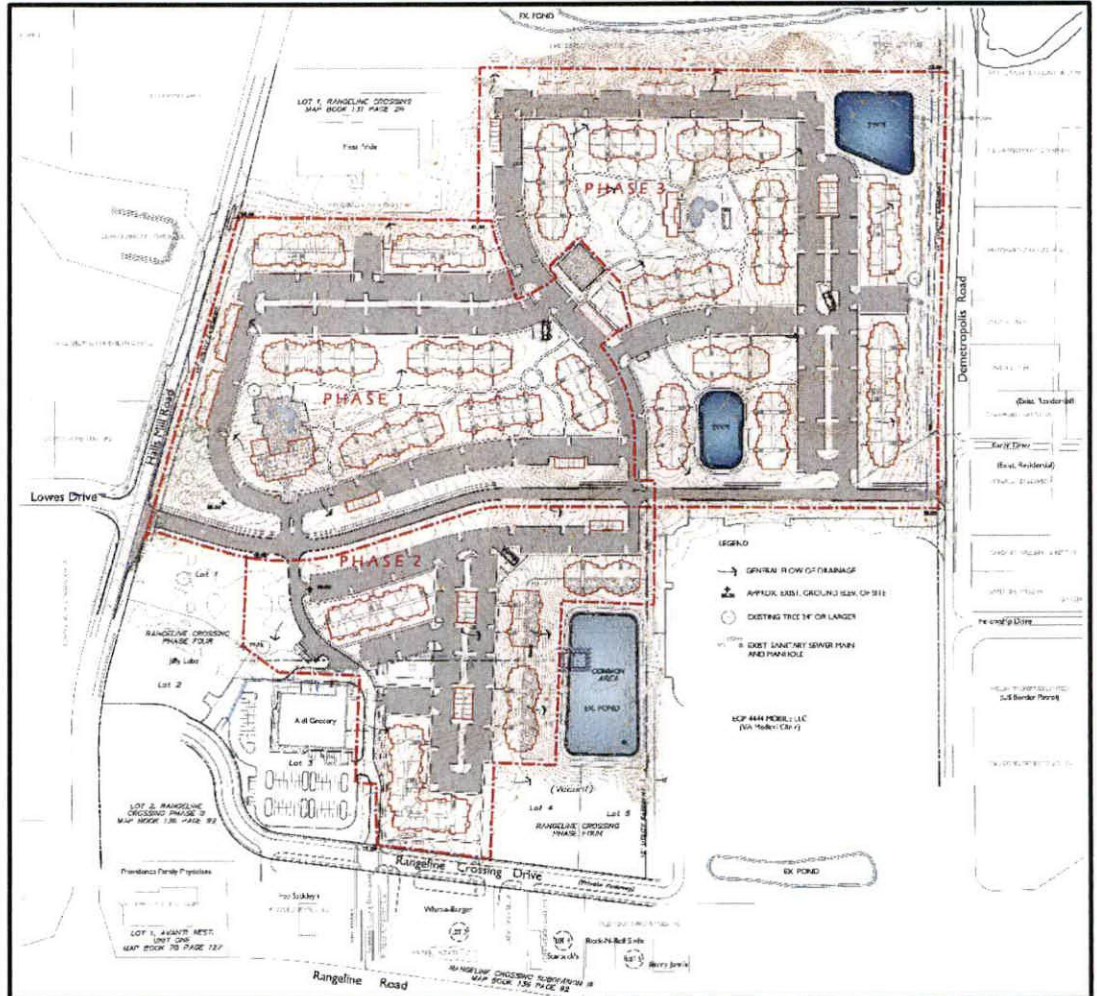


Figure 5: Amended PUD General Drainage and Utilities Plan.

Project Signage

Three (3) monument-type signs identifying the name and/or address of the subject property are proposed on site. The signs will be lighted, landscaped, and adhere in style and material construction that complements the apartment building facades. They are to be located at each of the three (3) main entrances to the complex as seen in Figure 4:

- The proposed western access at Halls Mill Road
- Rangeline Crossing Drive and proposed southern access drive
- The proposed eastern access at Demetropolis Road

An example of project signage constructed in a similar type of development by the applicant is shown in Appendix C.

3. Plan Consistency

The Rangeline Crossing PUD is consistent with the City's Comprehensive Plan (*Map for Mobile: Framework for Growth*) revised June 2017, and the Future Land Use Plan. The City projects this area to grow in both employment and household number, and its prime location is highlighted as an area for "Priority Investment Opportunities" on the Future Land Use Map, acknowledging strategic infill and redevelopment as a core value for the City. As shown in Figure 6 below, the site is designated as "District Center" (DC) for future development as are the parcels to the west and south. To the east and across Demetropolis Road, future development is designated as Mixed Commercial Corridor (MCC). The site is also adjacent to a major node identified as a Suburban Center at the intersection of Highway 90 and Rangeline Road. The parcel lying directly north of the site is outside Mobile city limits and is within the unincorporated area of Mobile County (which has no zoning). The property has been previously developed, however, and contains a mix of manufacturing and industrial uses as seen in the aerial image in Figure 2.

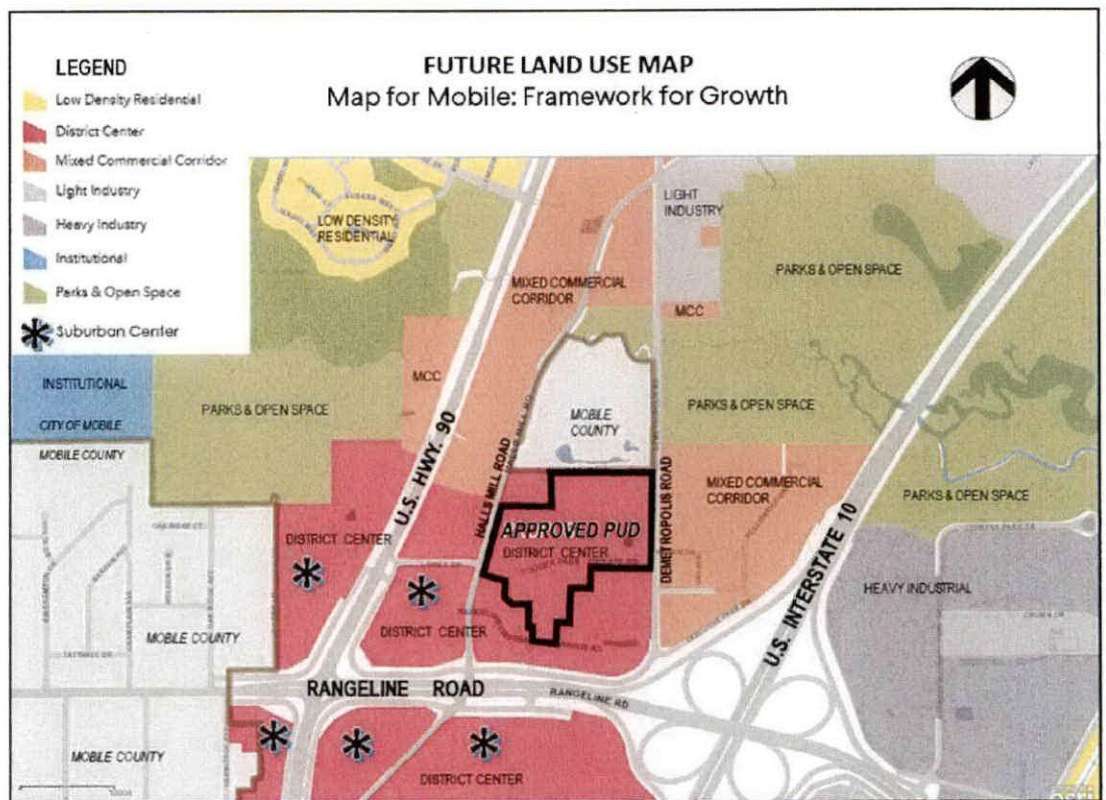


Figure 6: PUD Future Land Use Map with surrounding future development designations. The PUD site's designation for future development is District Center. Source: City of Mobile GIS Data and Comprehensive Plan, customized by the author.

The site's proposed multifamily use and desirable location in a developing area supports several stated goals described in the *Map for Mobile*, including:



Built Environment

- Well-designed infill development in strategic locations
- More mixed-use with less separation of uses – create more activity in given areas
- Better suburban development – minimize additional sprawl to maximize growth in existing areas
- Greater access to jobs and employment centers

Neighborhoods

- Quality, well-designed housing choices
- Diverse housing choices throughout the City
- More residential development located in proximity to jobs and services, especially downtown and major employers

Future Zoning Compatibility

District Centers, the primary future land use designation for the PUD and its immediate vicinity, generally serve surrounding neighborhoods and often include city-wide and region-wide major commercial or institutional employers. DCs are also intended for moderate to high-density residential uses (minimum density of 6 du/ac) in dynamic, horizontal or vertical mixed-use environments that provide a balance of housing and employment. Development in DC locations should encourage pedestrian activity and emphasize connectivity to its surrounding area. The proposal advances these goals by: increasing density (proposed density = 18.55 du/ac); creating a mixed-use center through the introduction of new residential development (no nearby residential); contributing to quality diverse housing choice; providing a pedestrian-friendly environment (sidewalks are located throughout); locating housing near jobs and services; and in connectivity (three connections to adjoining roadways and multiple internal connections).

Areas designated as Mixed Commercial Corridors by the *Map for Mobile* incorporate existing commercial strip-type developments spread along Mobile's primary transportation corridors. Future development in MCC locations should enhance connectivity, improve existing streetscapes, and improve the mobility of all users in the corridor zone.

The site will also help further the goals enumerated for the adjacent Suburban Center node, by adding density, mixing uses, and encouraging the redevelopment of strip centers into mixed-use development.

Future Land Use Compatibility

Housing conditions noted in the *Map for Mobile* planning document cite Mobile's aging housing stock with 72% of all housing units constructed before 1980 and a large segment (43%) of the City's population being renters. However, multifamily and duplex units comprise only 25% of all housing, indicating an inadequate supply of rental options for Mobile families. Thus, the Cathcart Group Apartments at Rangeline Crossing PUD will provide much-needed apartment homes and help transform its surrounding commercial and industrial context into a true mixed-use center. Future residents will benefit from easy access to nearby jobs, shopping, transportation networks, and a variety of services.

The Mobile *Major Street Plan* identifies Halls Mill Road as a minor arterial road, with recommended typologies including Parkways/Boulevards, Avenues, and Streets. Minor arterials may be divided or undivided and should include safe and connected facilities for bicycles and pedestrians. Demetropolis Road is identified as a major collector road with similar recommended typologies



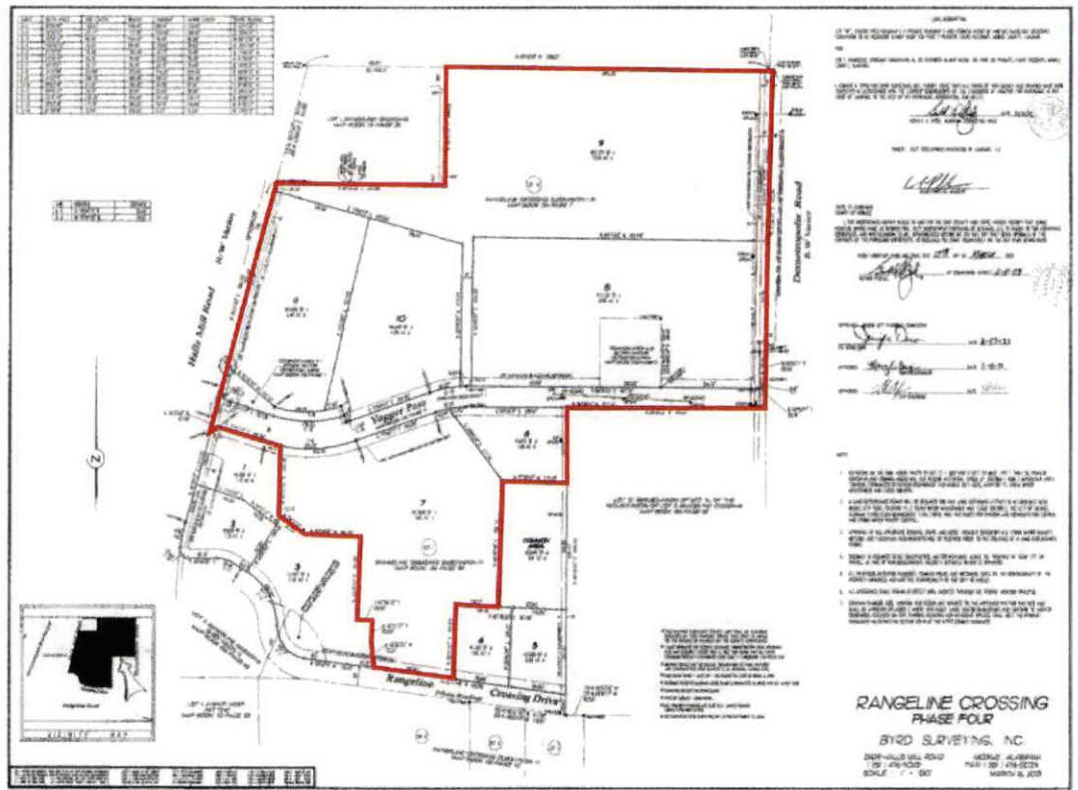
but slower traffic speeds. The site's ideal location in West Mobile and proposed multifamily use places higher density adjacent to several major streets planned for future growth.

4. PLANNED UNIT DEVELOPMENT STATEMENT

Ownership for the subject Cathcart Group Apartments at Rangeline Crossing PUD will be via an initial holding LLC (Limited Liability Company) to acquire the property and commence entitlement. Single entity LLCs will be created for each phase, with the phase line representing new parcel lines for platting in conjunction with this PUD amendment application. A shared amenities agreement will be put in place to allow residents to use the amenities and common areas located throughout the development. The proposed development is further subject to the Declaration of Restrictive Covenants and Operating Agreement for the overall Rangeline Crossing PUD, as recorded in Instrument #2016065803, Book LR7450, Page 144, Office of the Judge of Probate, Mobile County, Alabama. Documents to assure the maintenance and continued protection of the PUD, amenities, private roads, and open space will be recorded with LLC governing articles.

The Owner's development schedule anticipates the commencement of Phase 1 construction activities to be within approximately 12-months of fully engineered site plan (for construction) approval. Phase 1 and Phase 2 construction activities are anticipated as being approximately twenty-four (24) months as measured from a commencement date established upon the closing of the Owner's construction loan (for each phase). A thirty-three (33) month construction duration is expected for Phase 3 (assuming the phase sizing remains unchanged).

It is worth noting that plan development for future phases (beyond Phase 1), to include engineered site plans (for construction), will not commence until such time as the previous phase is fully stabilized (i.e., 95% occupied). Commencement of construction activities for future phases shall be established upon the closing of the Owner's construction loan for the future phase, and in a fashion similar to what has been previously outlined for Phase 1.



Project Description:

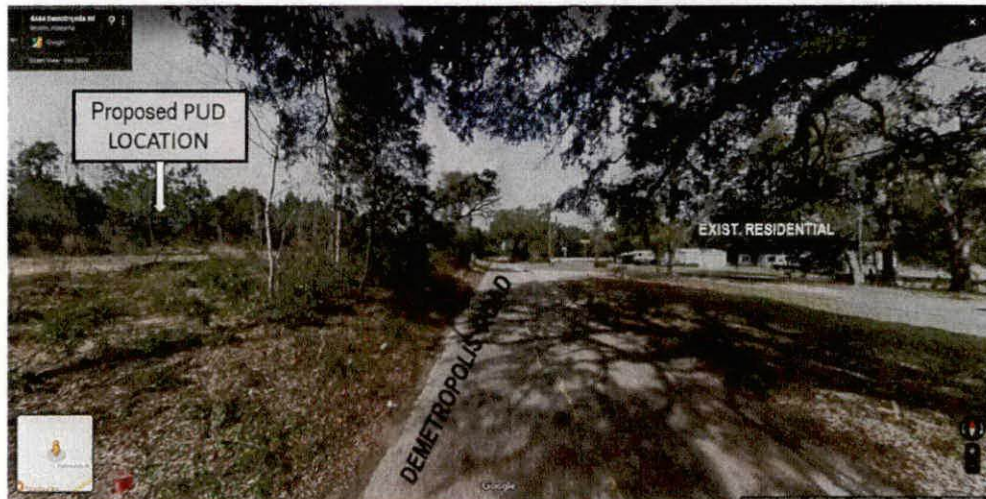
Lots 6-11, Yogger Pass Private Roadway, and Common Areas 1 & 2 as shown on the plat of Rangeline Crossing Phase Four, recorded in Instrument #2021016727 in the Office of the Judge of Probate, Mobile County, Alabama.

Rangeline Crossing PUD Phase Four approved by Mobile Planning Commission December 3, 2020.

Appendix B – Street Views Illustrating Existing Site Conditions



View 1: Looking North toward westerly boundary of proposed site from Halls Mill Road



View 2: Looking North toward easterly boundary of proposed site from Demetropolis Road



View 3: Looking West toward southerly boundary of proposed site from Rangeline Crossing Drive



Appendix C – Example Images of Similar Projects Constructed by the Developer

Sample Construction Styles and Site Improvements.



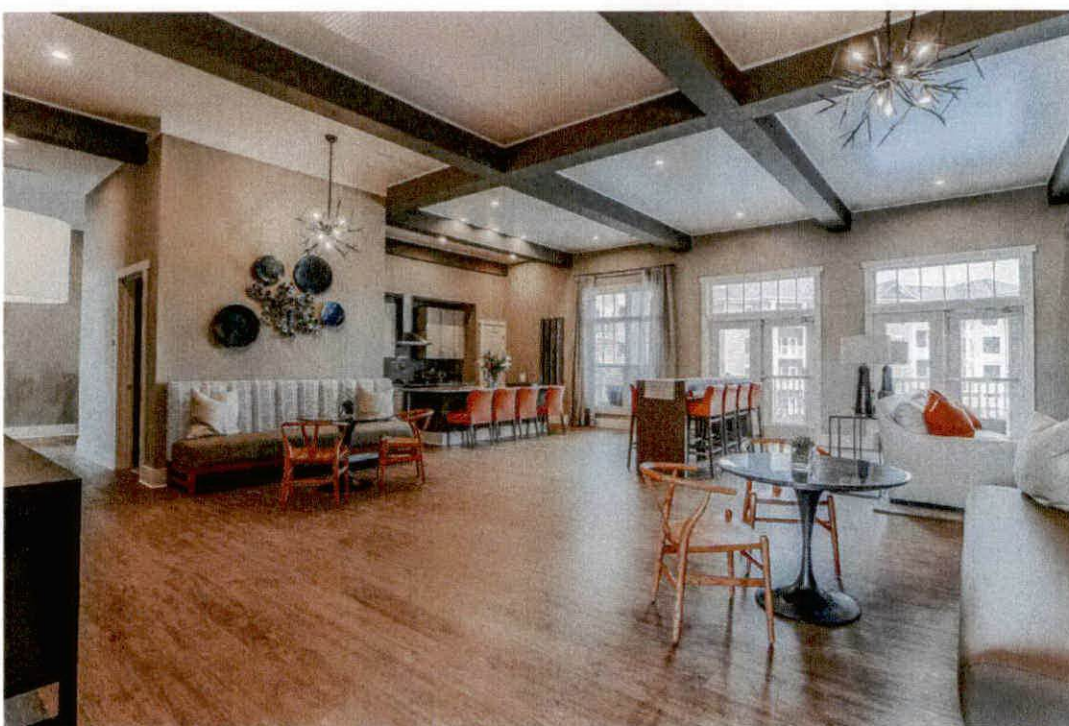
Apartment Building Façade



Development Sign and Site Landscape



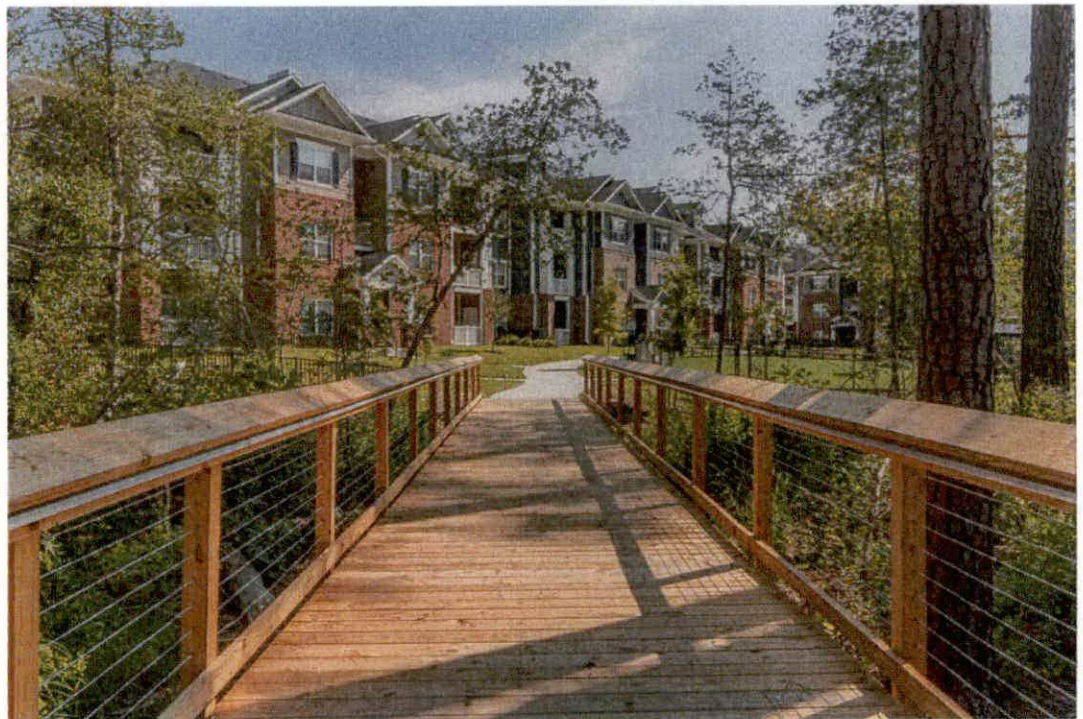
Pool and Clubhouse



Resident Lounge and Activity Rooms within Clubhouse



Multipurpose Courts, Playground, and Recreational Activity Areas



Walking Trails



Submitted to:

The City of Mobile
Planning and Zoning
205 Government Street
Mobile, AL 36602
251-208-5895

Date: November 16, 2023

Prepared For:

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GRAND BAY, AL 36541

EGP 4444 MOBILE LLC, A DELAWARE LLC
C/O EASTERLY GOVERNMENT PROPERTIES
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WASHINGTON, DC 20006

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EDGEWOOD GROUP LP
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NORVILLE GROUP LLC
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MOBILE, AL 36606

JL MOBILE 1536 LLC
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FRISCO, TX 75034

S4/7 DEVELOPMENT PARTNERS OF
ALABAMA LLC
ATTN CHRIS PFEIFFER
1108 DAUPHIN ST
MOBILE, AL 36604

J HENDERSON PROPERTIES LLC
5840 HENDERSON LANE E
GRAND BAY, AL 36541

OLD SOUTH PROPERTIES INC
1603 W HOBBS ST
ATHENS, AL 35611



SITE DEVELOPMENT SUMMARY

TOTAL SITE AREA	45.01 AC
PROPOSED APARTMENT UNITS	855 (PER ORIGINAL PUD)
PHASE 1 = 270 (AMENDED)	
PHASE 2 = 204 (AMENDED)	
PHASE 3 = 361 (AMENDED)	
GROSS DENSITY	18.55 DU/AC
TOTAL APARTMENT BLDGS.	27
2-STORY = 5	
3-STORY = 13	
4-STORY = 6	
MIXED 3RD STORY = 3	
APARTMENT BLDG. COVERAGE	321,801.05 SF (AMENDED)
TOTAL BLDG. COVERAGE	351,112.50 SF (AMENDED)
NET BLDG. SITE AREA PER DU	418 SF
COMMON OPEN SPACE	22.2 AC (50.23%) (AMENDED)
PARKING REQUIRED	1,253 (85 1.5 PER UNIT)
CLUB & ACTIVITY BLDGS.	33 (8 1 PER 300 SF)
TOTAL	1,286
STANDARD SURFACE SPACES	1,277 (AMENDED)
HANDICAPPED SPACES	36 (AMENDED)
CARSPACE UNIT SPACES	30
36 (AMENDED)	
CLUBHOUSE & ACTIVITY BUILDING	1,394 SPACES
36 (AMENDED)	
TOTAL	1,394 SPACES
CLUBHOUSE & ACTIVITY BUILDING	33 SPACES FOR

PUD SITE PLAN RANGELINE CROSSING MOBILE, AL

C-100

CATCART GROUP APARTMENTS AT RANGELINE CROSSING

ISSUE DATE

APPROVED: 11-14-2022
REVISED: 11-14-2022
DATE: 11-14-2022

DRAWN BY: MAC
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GMC

Office of the Judge of Probate, Mobile County, Alabama
Lot 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.



Agenda Item #: 9

SUB-002696-2023 & MOD-002743-2023

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

[**Applicant Materials for Consideration – Subdivision**](#)

[**Applicant Materials for Consideration – Planned Unit Development Modification**](#)

DETAILS

Location:

5041 Rangeline Crossing Drive

Subdivision Name:

Rangeline Crossing Subdivision, Phase Four,
Resubdivision of Lots 6-11

Applicant / Agent:

Kari Givens, Byrd Surveying, Inc. & Daniel Lamay
(Melissa Hadley, Goodwyn Mills Cawood, Agent)

Property Owner:

Rangeline Land Associates, LLC

Current Zoning:

B-3, Community Business Suburban District

Future Land Use:

District Center

Applicable Codes, Policies, and Plans:

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

Schedule for Development:

- Phase 1: Within 12 months of approval
- Phase 2: Within 24 months of approval
- Phase 3: within 33 months of approval

Proposal:

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

Considerations:

1. Subdivision proposal with eleven (11) conditions; and,
2. Modification of a previously approved Planned Unit Development with fourteen (14) conditions.

Report Contents:

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PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 9 DATE December 21, 2023
 APPLICANT Rangeline Crossing Subdivision, Phase Four, Resubdivision of Lots 6-11
 REQUEST Subdivision, PUD Modification



SITE HISTORY

Since being annexed into the City of Mobile in 2008, the site was rezoned by the City Council from R-1, Single-Family Residential District to B-3, Community Business District.

The site has been before the Planning Commission several times for various Subdivisions and Planned Unit Developments since annexation. Most recently, the subject site was before the Planning Commission at its August 4, 2022 meeting to create a two (2) lot Subdivision from six (6) lots and two (2) common areas, as well as a Planned Unit Development to allow the construction of a new multi-family residential development with multiple structures on a single building site.

In August 2023, a Minor Modification of the Previously Approved Planned Unit Development was approved by staff to alter the number of construction phases from two (2) to four (4) phases. The Subdivision was also granted a one (1) year extension by the Planning Commission at its September 21, 2023 meeting, and has not been recorded in Probate Court.

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. Review and revise the written legal description to include a reference to Yogger Pass (Private ROW).
- C. Revise NOTE #1 to read: "As shown on the 1984 aerial photo (FLIGHT 21 - #88) LOTS 1, 2, and 3 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – NONE, LOT 2 – NONE, and LOT 3 - NONE."
- D. Revise NOTE #5 – change "ALL PROPOSED..." to "ALL EXISTING AND PROPOSED..."
- E. 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.

Planned Unit Development Modification (MOD-002743-2023)

Retain NOTES #1 - #6, as shown on the PUD SITE PLAN, SHEET C-100.

Traffic Engineering Comments:

A traffic impact study was prepared for the proposed residential addition to the Rangeline Crossing development. Unlike other studies, this impact study was conducted with existing traffic as it exists currently. Recommended improvements include right and left turn lanes on Halls Mill Rd at the proposed Yogger Pass, as well as a recommended typical section for the Yogger Pass roadway, however, the level of service of Yogger Pass is predicted to be LOS F, which is failing. With the exception of the roadway extension to Demetropolis Road, all improvements are recommended to be constructed concurrent with the development of Phase 1. Due to the failing level of service at the completion of Phase I, the developer should consider other improvements to the

development's access to mitigate the failing level of service for Yogger Pass. Changes to future development which significantly increases trips per day will require a revised Traffic Impact Study and, as appropriate, additional off-site improvements. The adjacent public roadways are estimated to have adequate levels of service however the private streets (Rangeline Crossing Dr and Yogger Pass) are estimated to have failing levels of service in the peak hours. The private street of Rangeline Crossing Dr is proven to have failing levels of service as development was previously to this street. Traffic Engineering recommends the driveway proposed for this residential development to Rangeline Crossing Drive be limited to emergency access only to lessen the impacts to the intersection at Halls Mill Road. Traffic Engineering also recommends that the development as a whole with all of the access roads be studied for recommendations that will improve the levels of services for the access streets. At full build out of Phase Two of the current application it is estimated that the delay for Rangeline Crossing will be 17 minutes during the PM peak and Yogger Pass will have a delay of over 3 minutes. Traffic Engineering approval is contingent upon the completion of off-site improvements as recommended in the traffic impact study. Driveway number, size, location, and design are subject to the approved PUD for this site and shall 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 the subdivision request is to amend the previously approved and unrecorded Subdivision from 2022 so that the six (6) lots, two (2) common areas, and private street will now form three (3) legal lots of record and a private, internal access road, rather than the previously approved two (2) lots and private street.

The proposed lots exceed the minimum required size in the Subdivision Regulations, and if approved, the lot sizes should be retained in both square feet and acres on the Final Plat.

The proposed lots have frontage on Halls Mill Road, Demetropolis Road and Rangeline Crossing Drive (private street). Both streets have compliant rights-of-way, making no dedications necessary.

The preliminary plat depicts a 25-foot minimum building setback along all street frontages, with the exception of Demetropolis Road, which has a 40-foot setback, which should be retained on the Final Plat, if approved.

A 15-foot utility easement along Demetropolis Road is depicted on the preliminary plat, which should be retained on the Final Plat, if approved. Also, a note should be placed on the Final Plat stating that no structures are allowed in any easement without the permission of the easement holder.

Planned Unit Development Modifications

The most recently approved PUD allowed for multiple buildings on a single building site, and shared access and parking between multiple building sites with a private street. The applicant had a Minor Modification of the Previously Approved Planned Unit Development approved by staff in August 2023 to allow phased construction. However, the applicant now wishes to amend those approvals so that there are a total of three (3) construction phases proposed, each of which will correspond with a single lot of the proposed Subdivision.

Overall, the proposed layout and design of the multi-family development will be the same as previously approved by the Planning Commission, including the overall number of buildings and dwelling units (835). The primary changes in the development's configuration are that the proposed driveway connecting to Rangeline Crossing Drive has been shifted to the West, closer to the existing Aldi Grocery, and what was previously shown as a private street, Yogger Pass, will now simply be an internal access drive.

It should be noted that Traffic Engineering comments will require a change to the site plan in how Rangeline Crossing Drive is accessed. The applicant should coordinate with Traffic Engineering to insure the proposed site plan will comply prior to being recorded in Probate Court.

Because the proposed multi-family development was originally reviewed and approved by the Planning Commission prior to the adoption of the Unified Development Code (UDC), the project shall be developed in compliance with the previous Zoning Ordinance, to include tree planting, landscape area, and parking requirements among others.

The proposed site plan depicts a total of three (3) freestanding signs for the development. The applicant made the same request as part of the previous Planned Unit Development application, and the Planning Commission approval limited the development to two (2) signs, as allowed by right by the Zoning Ordinance. The applicant states they wish to have a sign at each entry to the development. As no additional justification was provided for the additional sign, the development should be limited to two (2) signs, as previously stipulated.

SUBDIVISION CONSIDERATIONS

Standards of Review:

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

Considerations:

If the Planning Commission considers approving the Subdivision request, the following conditions could apply:

1. Retention of the existing right-of-way information on the Final Plat;

2. Retention of the lot size labels in both square feet and acres, or provision of a table on the Final Plat with the same information, adjusted for dedication;
3. Depiction of the 25' minimum building setback along Halls Mill Road and Rangeline Crossing Drive;
4. Retention of the 40' minimum building setback line along Demetropolis Road;
5. Provision of a note on the Final Plat stating no structures shall be constructed in any easement without permission from the easement holder;
6. Compliance with all Engineering comments noted in this staff report;
7. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
8. Compliance with all Urban Forestry comments noted in this staff report;
9. Compliance with all Fire Department comments noted in this staff report; and,
10. Completion of the Subdivision process prior to issuance of any building permits.

PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in Section 64-5-8-B.(5) states the following concerning a major modification to an existing Planned Unit Development:

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.

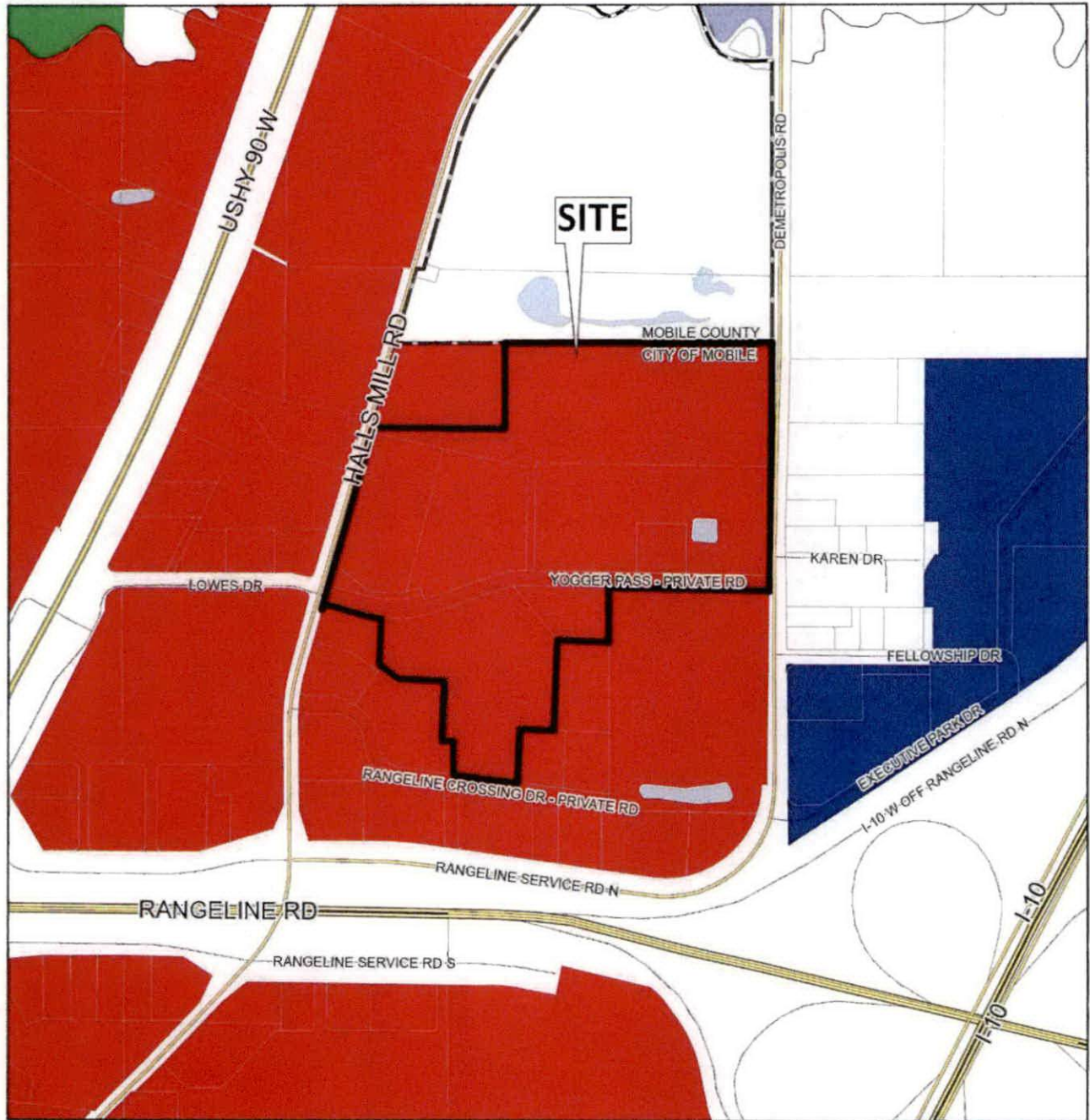
Considerations:

If the Planning Commission considers a recommendation of approval of the major modification, the following conditions should apply:

1. Depiction of the 25' minimum building setback along Halls Mill Road and Rangeline Crossing Drive;
2. Retention of the 40' minimum building setback line along Demetropolis Road;
3. Placement of a note stating that no structures are allowed in any easements without the permission of the easement holder;

4. Retention of the note on the site plan to depict that all trash compactors will be connected to sanitary sewer and have a compliant enclosure;
5. Coordination with staff to insure tree plantings are spaced appropriately;
6. Provision of a compliant photometric site plan at the time of permitting;
7. Site is limited to two (2) freestanding signs;
8. Provision of a note on the site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
9. Submittal to and approval by Planning and Zoning of the Major Modification of the Planned Unit Development site plan prior to recording in Probate Court, and the provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning;
10. Compliance with all Engineering comments noted in this staff report;
11. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
12. Compliance with all Urban Forestry comments noted in this staff report;
13. Compliance with all Fire Department comments noted in this staff report; and,
14. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



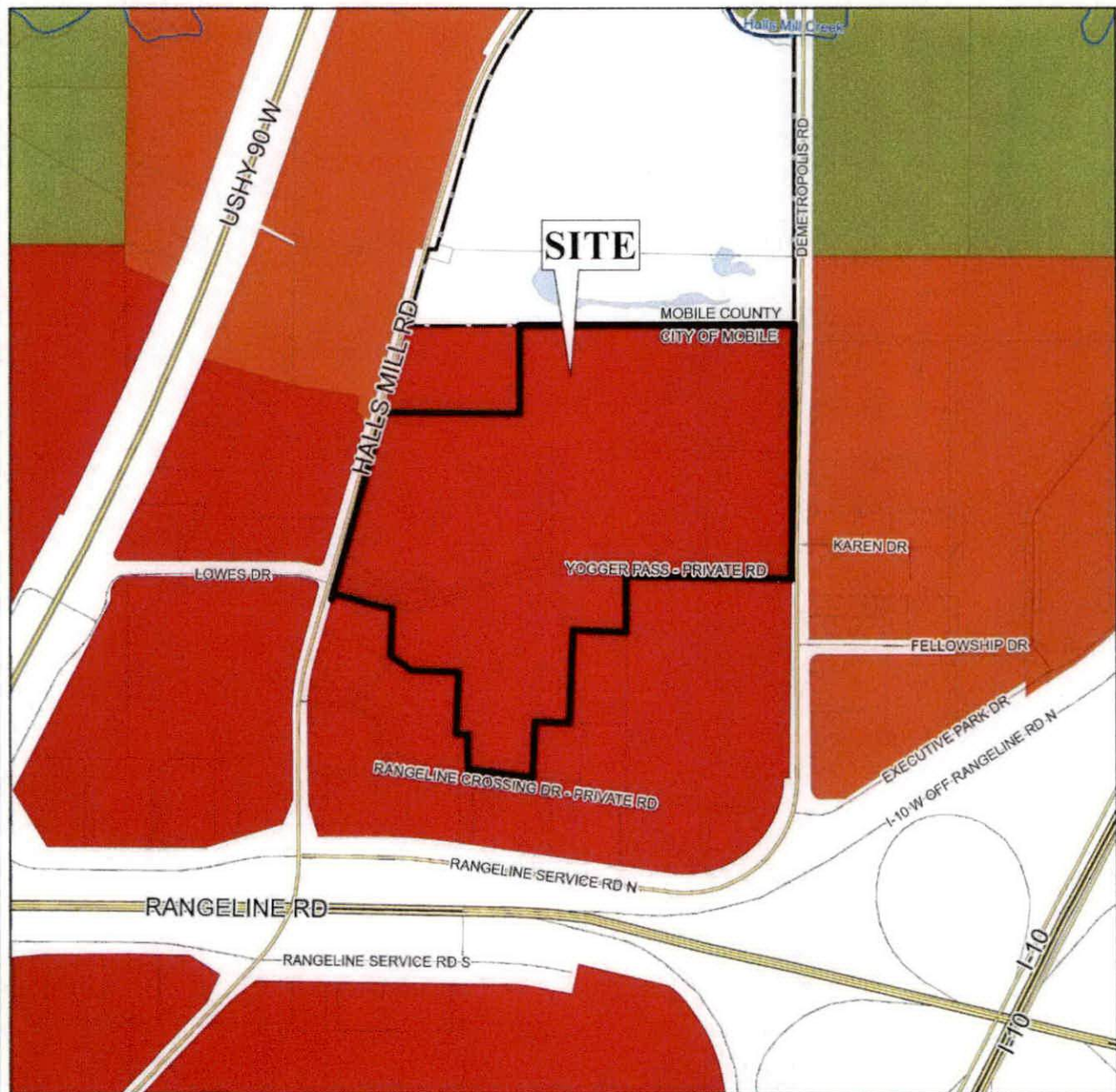
APPLICATION NUMBER 9 DATE December 21, 2023

APPLICANT Rangeline Crossing Subdivision, Phase Four, Resubdivision of Lots 6-11

REQUEST Subdivision, PUD Modification



FLUM LOCATOR MAP



APPLICATION NUMBER 9 DATE December 21, 2023

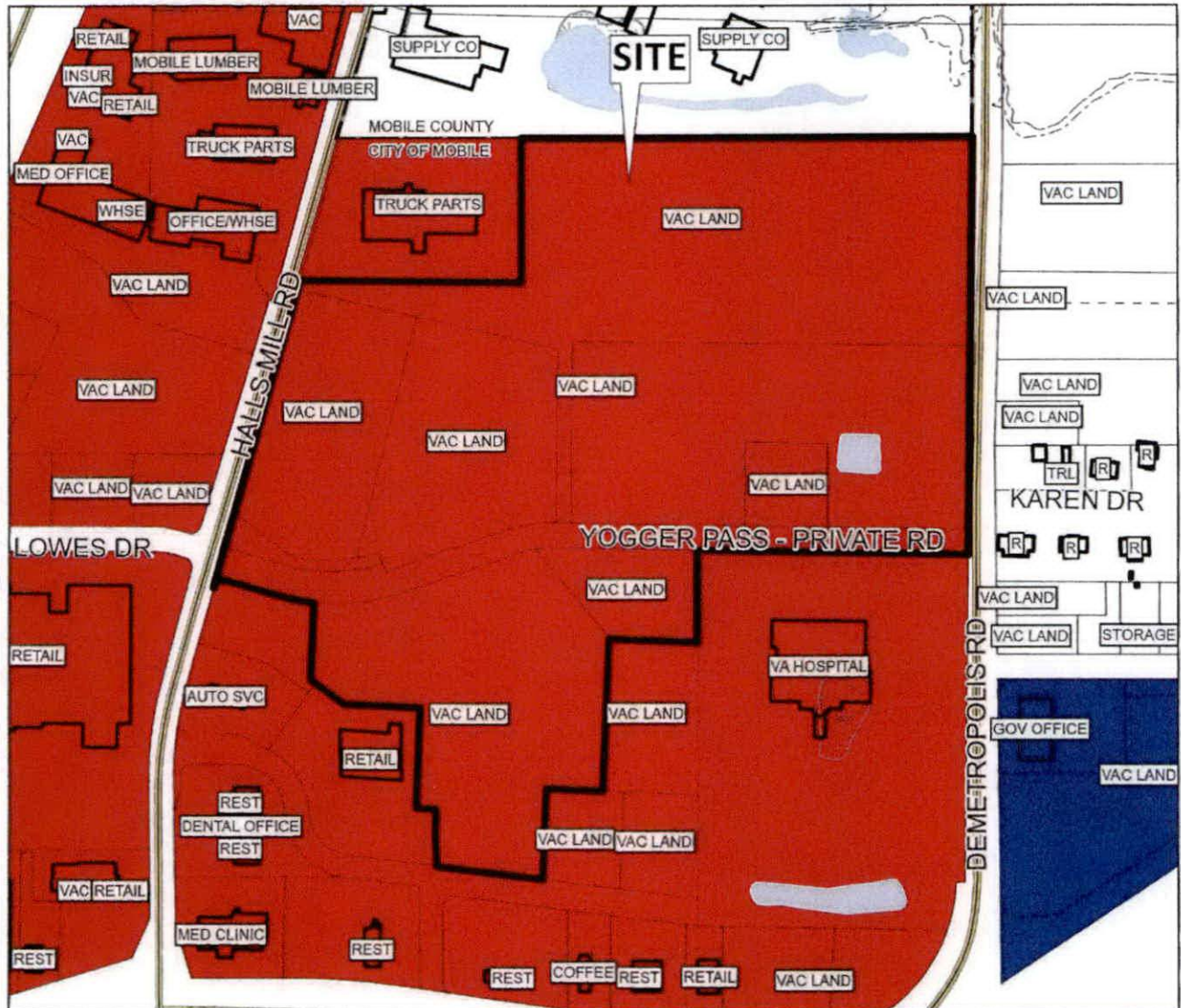
APPLICANT Rangeline Crossing Subdivision, Phase Four, Resubdivision of Lots 6-11

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 9 DATE December 21, 2023

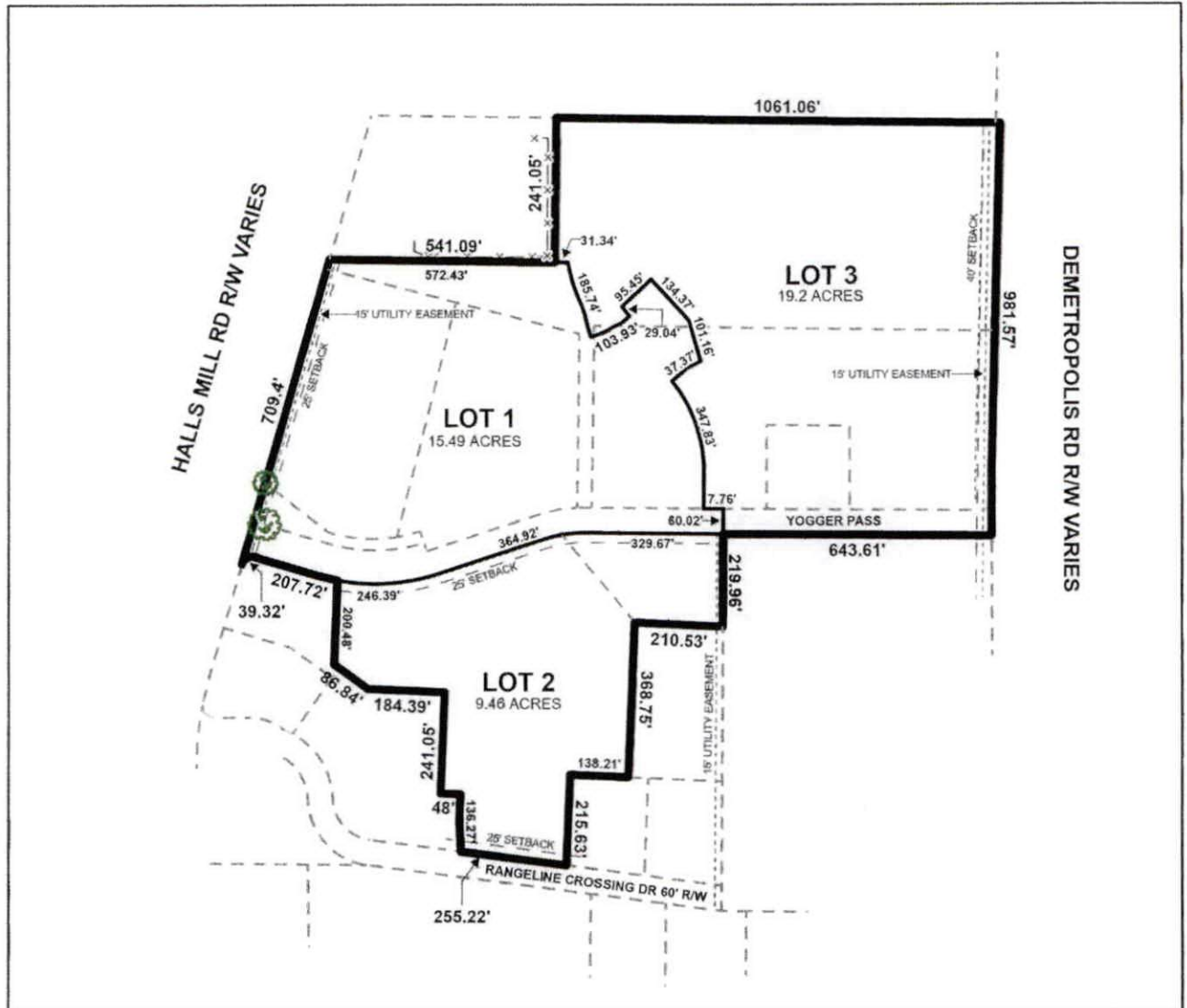
APPLICANT Rangeline Crossing Subdivision, Phase Four, Resubdivision of Lots 6-11

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 setbacks, and proposed lots.

APPLICATION NUMBER 9 DATE December 21, 2023
 APPLICANT Rangeline Crossing Subdivision, Phase Four, Resubdivision of Lots 6-11
 REQUEST Subdivision, PUD Modification



DETAIL SITE PLAN



APPLICATION NUMBER 9 DATE December 21, 2023

APPLICANT Rangeline Crossing Subdivision, Phase Four, Resubdivision of Lots 6-11

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)

DISTRICT CENTER (DC)

This designation applies across the city to larger areas of existing mixed-use character or where such character is encouraged. These areas will include moderate to high-density residential (minimum densities of 6 du/ac) in dynamic, horizontal or vertical mixed use environments, to provide a balance of housing and employment.

District Centers generally serve several surrounding neighborhoods and may even have a city-wide or region-wide reach. As such, they are often anchored by a major commercial or institutional employer such as a shopping mall or a medical center.

Depending on location and assigned zoning, residential areas in District

Centers may incorporate a mix of housing types, ranging from mid-rise multifamily buildings containing apartments and lofts, to townhouses and detached single-family homes. Major civic cultural institutions and public spaces provide regional and neighborhood destinations.

District Centers should be designed to induce pedestrian activity, with high quality streetscapes connecting the different components of a center as well as the center to its surrounding area. DC districts may be served by transit and include development of an intensity and design that supports transit use.



AGENDA ITEM SUMMARY SHEET

Agenda of: 2/20/2024

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description
packet

Type
Cover Memo

Upload Date
1/18/2024

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

1/18/2024 - 2:39
PM

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 3220 Airport Boulevard

Pursuant to Resolution of the Mobile, Alabama City Council adopted December 14, 2021, a public hearing will be held on the 14th day of February, 2024, at 10:30 a.m., to consider adoption of an ordinance to modify a previously approved Planned Unit Development for property located at 3220 Airport Boulevard.

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 January 21, 2021 to allow shared access and parking between multiple building sites for the property located at 3220 Airport Boulevard and described as follows:

LOT 11 OF SPRINGDALE MALL SUBDIVISION AS RECORDED IN MB 104, PG 5 IN THE OFFICE OF THE JUDGE OF PROBATE IN MOBILE COUNTY, ALABAMA

WHEREAS, the owner of said property applied for a major modification of the PUD on June 14, 2023 to allow the construction of a drive-thru coffee shop for an existing mixed-use commercial development in a B-3, Community Business Suburban District.

WHEREAS, the Planning Commission held a public hearing on the requested modification on July 20, 2023 and recommended approval of the major modification of the PUD subject to the following conditions:

1. Provision of the required parking calculations on a revised site plan;
2. Provision of a photometric plan at the time of permitting illustrating parking lot lighting will comply with the illumination standards of Section 64-3-9.C, and provision of a note on the site plan stating that the site will comply with Section 64-3-9.C of the UDC;
3. Revision of the site plan to illustrate compliance with the bicycle parking standards of Section 64-3-12.A.9;

4. Revision of the site plan to illustrate compliance with the off-street facilities standards of Section 64-3-12.B;
5. Revision of the site plan to illustrate compliance with the on-site pedestrian safety standards of Section 64-3-3;
6. Provision of a revised tree and landscape plan at the time of permitting illustrating compliance with the City Council's decision, or in compliance with Section 64-3-7;
7. Provision of a note on the site plan stating any dumpster placed on the property must meet the enclosure and placement standards of Section 64-3-13.A.4. of the UDC;
8. Revision of the site plan to correct the label for the water and sewer easement;
9. Provision of a note on the site plan stating no structures shall be constructed in any easement without permission from the easement holder;
10. Provision of a note on the site plan stating future development or development of the site may require additional modification of the PUD to be reviewed by the Planning Commission and City Council;
11. Compliance with all Engineering comments noted in the staff report;
12. Placement of a note on the Final Plat stating the Traffic Engineering comments noted in the staff report;
13. Compliance with all Urban Forestry comments noted in the staff report;
14. Compliance with all Fire Department comments noted in the staff report;
15. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
16. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

- A. The request is consistent with all applicable requirements of this Chapter;
- B. The request is compatible with the character of the surrounding neighborhood;
- C. The request will not impede the orderly development and improvement of surrounding property;
- D. The request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:
 1. 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
 2. Includes adequate public facilities and utilities; The request will minimize traffic hazards and traffic congestion on the public roads;
- E. The request will minimize traffic hazards and traffic congestion on the public roads;
- F. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;
- G. The request shall not be detrimental or endanger the public health, safety or general welfare; and

H. Benefits Consideration. The request will be in the City's and the larger community's best interests.

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

Section One: That the modification of the PUD is hereby approved with the following required conditions:

1. Provision of the required parking calculations on a revised site plan;
2. Provision of a photometric plan at the time of permitting illustrating parking lot lighting will comply with the illumination standards of Section 64-3-9.C, and provision of a note on the site plan stating that the site will comply with Section 64-3-9.C of the UDC;
3. Revision of the site plan to illustrate compliance with the bicycle parking standards of Section 64-3-12.A.9;
4. Revision of the site plan to illustrate compliance with the off-street facilities standards of Section 64-3-12.B;
5. Revision of the site plan to illustrate compliance with the on-site pedestrian safety standards of Section 64-3-3;
6. Provision of a revised tree and landscape plan at the time of permitting illustrating compliance with the City Council's decision, or in compliance with Section 64-3-7;
7. Provision of a note on the site plan stating any dumpster placed on the property must meet the enclosure and placement standards of Section 64-3-13.A.4. of the UDC;
8. Revision of the site plan to correct the label for the water and sewer easement;
9. Provision of a note on the site plan stating no structures shall be constructed in any easement without permission from the easement holder;
10. Provision of a note on the site plan stating future development or development of the site may require additional modification of the PUD to be reviewed by the Planning Commission and City Council;
11. Compliance with all Engineering comments noted in the staff report;
12. Placement of a note on the Final Plat stating the Traffic Engineering comments noted in the staff report;
13. Compliance with all Urban Forestry comments noted in the staff report;
14. Compliance with all Fire Department comments noted in the staff report;
15. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
16. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 14th day of February, 2024, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 31st day of January, 2024 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 3220 Airport Boulevard.

The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on January 21, 2021. The owner of said property has applied for a modification of the PUD to allow the construction of a drive-thru coffee shop for an existing mixed-use commercial development in a B-3, Community Business Suburban District. If approved, the modification will allow the construction of a drive-thru coffee shop for an existing mixed-use commercial development in a B-3, Community Business Suburban District subject to the following proposed conditions: 1. Provision of the required parking calculations on a revised site plan; 2. Provision of a photometric plan at the time of permitting illustrating parking lot lighting will comply with the illumination standards of Section 64-3-9.C, and provision of a note on the site plan stating that the site will comply with Section 64-3-9.C of the UDC; 3. Revision of the site plan to illustrate compliance with the bicycle parking standards of Section 64-3-12.A.9; 4. Revision of the site plan to illustrate compliance with the off-street facilities standards of Section 64-3-12.B; 5. Revision of the site plan to illustrate compliance with the on-site pedestrian safety standards of Section 64-3-3; 6. Provision of a revised tree and landscape plan at the time of permitting illustrating compliance with the City Council's decision, or in compliance with Section 64-3-7; 7. Provision of a note on the site plan stating any dumpster placed on the property must meet the enclosure and placement standards of Section 64-3-13.A.4. of the UDC; 8. Revision of the site plan to correct the label for the water and sewer easement; 9. Provision of a note on the site plan stating no structures shall be constructed in any easement without permission from the easement holder; 10. Provision of a note on the site plan stating future development or development of the site may require additional modification of the PUD to be reviewed by the Planning Commission and City Council; 11. Compliance with all Engineering comments noted in the staff report; 12. Placement of a note on the Final Plat stating the Traffic Engineering comments noted in the staff report; 13. Compliance with all Urban Forestry comments noted in the staff report; 14. Compliance with all Fire Department comments noted in the staff report; 15. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and, 16. Full compliance with all municipal codes and ordinances.

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

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

WHEREAS, a Planned Unit Development (PUD) was approved on January 21, 2021 to allow shared access and parking between multiple building sites for the property located at 3220 Airport Boulevard and described as follows:

LOT 11 OF SPRINGDALE MALL SUBDIVISION AS RECORDED IN MB 104, PG 5 IN THE OFFICE OF THE JUDGE OF PROBATE IN MOBILE COUNTY, ALABAMA

WHEREAS, the owner of said property applied for a major modification of the PUD on June 14, 2023 to allow the construction of a drive-thru coffee shop for an existing mixed-use commercial development in a B-3, Community Business Suburban District.

WHEREAS, the Planning Commission held a public hearing on the requested modification on July 20, 2023 and recommended approval of the major modification of the PUD subject to the following conditions:

1. Provision of the required parking calculations on a revised site plan;
2. Provision of a photometric plan at the time of permitting illustrating parking lot lighting will comply with the illumination standards of Section 64-3-9.C, and provision of a note on the site plan stating that the site will comply with Section 64-3-9.C of the UDC;
3. Revision of the site plan to illustrate compliance with the bicycle parking standards of Section 64-3-12.A.9;
4. Revision of the site plan to illustrate compliance with the off-street facilities standards of Section 64-3-12.B;
5. Revision of the site plan to illustrate compliance with the on-site pedestrian safety standards of Section 64-3-3;
6. Provision of a revised tree and landscape plan at the time of permitting illustrating compliance with the City Council's decision, or in compliance with Section 64-3-7;
7. Provision of a note on the site plan stating any dumpster placed on the property must meet the enclosure and placement standards of Section 64-3-13.A.4. of the UDC;
8. Revision of the site plan to correct the label for the water and sewer easement;
9. Provision of a note on the site plan stating no structures shall be constructed in any easement without permission from the easement holder;
10. Provision of a note on the site plan stating future development or development of the site may require additional modification of the PUD to be reviewed by the Planning Commission and City Council;

11. Compliance with all Engineering comments noted in the staff report;
12. Placement of a note on the Final Plat stating the Traffic Engineering comments noted in the staff report;
13. Compliance with all Urban Forestry comments noted in the staff report;
14. Compliance with all Fire Department comments noted in the staff report;
15. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
16. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

- A. The request is consistent with all applicable requirements of this Chapter;
- B. The request is compatible with the character of the surrounding neighborhood;
- C. The request will not impede the orderly development and improvement of surrounding property;
- D. The request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:
 1. 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
 2. Includes adequate public facilities and utilities; The request will minimize traffic hazards and traffic congestion on the public roads;
- E. The request will minimize traffic hazards and traffic congestion on the public roads;
- F. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;
- G. The request shall not be detrimental or endanger the public health, safety or general welfare; and
- H. Benefits Consideration. The request will be in the City's and the larger community's best interests.

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

Section One: That the modification of the PUD is hereby approved with the following required conditions:

1. Provision of the required parking calculations on a revised site plan;

2. Provision of a photometric plan at the time of permitting illustrating parking lot lighting will comply with the illumination standards of Section 64-3-9.C, and provision of a note on the site plan stating that the site will comply with Section 64-3-9.C of the UDC;
3. Revision of the site plan to illustrate compliance with the bicycle parking standards of Section 64-3-12.A.9;
4. Revision of the site plan to illustrate compliance with the off-street facilities standards of Section 64-3-12.B;
5. Revision of the site plan to illustrate compliance with the on-site pedestrian safety standards of Section 64-3-3;
6. Provision of a revised tree and landscape plan at the time of permitting illustrating compliance with the City Council's decision, or in compliance with Section 64-3-7;
7. Provision of a note on the site plan stating any dumpster placed on the property must meet the enclosure and placement standards of Section 64-3-13.A.4. of the UDC;
8. Revision of the site plan to correct the label for the water and sewer easement;
9. Provision of a note on the site plan stating no structures shall be constructed in any easement without permission from the easement holder;
10. Provision of a note on the site plan stating future development or development of the site may require additional modification of the PUD to be reviewed by the Planning Commission and City Council;
11. Compliance with all Engineering comments noted in the staff report;
12. Placement of a note on the Final Plat stating the Traffic Engineering comments noted in the staff report;
13. Compliance with all Urban Forestry comments noted in the staff report;
14. Compliance with all Fire Department comments noted in the staff report;
15. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
16. 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

**Springdale Mall Subdivision (Basin Engineering & Surveying, Agent)
3220 Airport Boulevard
Council District 5
Joel Daves**



THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

January 16, 2024
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of July 20, 2023 considered the request of Springdale Mall Subdivision (Basin Engineering & Surveying, Agent), for a Major Modification of a previously approved Planned Unit Development (PUD) to allow the construction of a drive-thru coffee shop for an existing mixed-use commercial development in a B-3, Community Business Suburban District for the property located at 3220 Airport Boulevard.

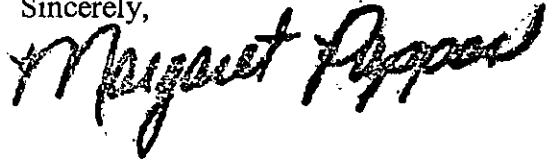
After discussion it was decided to recommend approval of the modification request to the City Council subject to the following conditions:

1. Provision of the required parking calculations on a revised site plan;
2. Provision of a photometric plan at the time of permitting illustrating parking lot lighting will comply with the illumination standards of Section 64-3-9.C, and provision of a note on the site plan stating that the site will comply with Section 64-3-9.C of the UDC;
3. Revision of the site plan to illustrate compliance with the bicycle parking standards of Section 64-3-12.A.9;
4. Revision of the site plan to illustrate compliance with the off-street facilities standards of Section 64-3-12.B;
5. Revision of the site plan to illustrate compliance with the on-site pedestrian safety standards of Section 64-3-3;
6. Provision of a revised tree and landscape plan at the time of permitting illustrating compliance with the City Council's decision, or in compliance with Section 64-3-7;
7. Provision of a note on the site plan stating any dumpster placed on the property must meet the enclosure and placement standards of Section 64-3-13.A.4. of the UDC;
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9. Provision of a note on the site plan stating no structures shall be constructed in any easement without permission from the easement holder;
10. Provision of a note on the site plan stating future development or development of the site may require additional modification of the PUD to be reviewed by the Planning Commission and City Council;
11. Compliance with all Engineering comments noted in the staff report;

12. Placement of a note on the Final Plat stating the Traffic Engineering comments noted in the staff report;
13. Compliance with all Urban Forestry comments noted in the staff report;
14. Compliance with all Fire Department comments noted in the staff report;
15. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
16. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

A handwritten signature in black ink, appearing to read "Margaret Pappas", written in a cursive style.

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

✓



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

July 26, 2023

Connor Glennon
Basin Engineering & Surveying
2811 Toulouse Street
Unit B
New Orleans, Louisiana 70119

Re: 3220 Airport Boulevard
MOD-002552-2023
Springdale Mall Subdivision
Basin Engineering & Surveying
District 5

Modification of a previously approved Planned Unit Development to allow the construction of a drive-thru coffee shop for an existing mixed-use commercial development in a B-3, Community Business Suburban District.

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

At its meeting on July 20, 2023, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission determined that the following criteria prevail to support the Major Planned Unit Development (PUD) Modification request:

- A. The request is consistent with all applicable requirements of this Chapter;
- B. The request is compatible with the character of the surrounding neighborhood;
- C. The request will not impede the orderly development and improvement of surrounding property;
- D. The request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:
 - 1. 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
 - 2. Includes adequate public facilities and utilities;
- E. The request will minimize traffic hazards and traffic congestion on the public roads;
- F. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;
- G. The request shall not be detrimental or endanger the public health, safety or general welfare; and
- H. Benefits Consideration. The request will be in the City's and the larger community's best interests.

Based on the above criteria, the Planning Commission voted to recommend Approval of the Major PUD Modification to the City Council, subject to the following conditions:

1. Provision of the required parking calculations on a revised site plan;
2. Provision of a photometric plan at the time of permitting illustrating parking lot lighting will comply with the illumination standards of Section 64-3-9.C, and provision of a note on the site plan stating that the site will comply with Section 64-3-9.C of the UDC;
3. Revision of the site plan to illustrate compliance with the bicycle parking standards of Section 64-3-12.A.9;
4. Revision of the site plan to illustrate compliance with the off-street facilities standards of Section 64-3-12.B;
5. Revision of the site plan to illustrate compliance with the on-site pedestrian safety standards of Section 64-3-3;
6. Provision of a revised tree and landscape plan at the time of permitting illustrating compliance with the City Council's decision, or in compliance with Section 64-3-7;
7. Provision of a note on the site plan stating any dumpster placed on the property must meet the enclosure and placement standards of Section 64-3-13.A.4. of the UDC;
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9. Provision of a note on the site plan stating no structures shall be constructed in any easement without permission from the easement holder;
10. Provision of a note on the site plan stating future development or redevelopment of the site may require additional modification of the PUD to be reviewed by the Planning Commission and City Council;
11. Compliance with all Engineering comments noted in the staff report;
12. Placement of a note on the Final Plat stating the Traffic Engineering comments noted in the staff report;
13. Compliance with all Urban Forestry comments noted in the staff report;
14. Compliance with all Fire Department comments noted in the staff report;
15. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
16. Full compliance with all municipal codes and ordinances.

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.

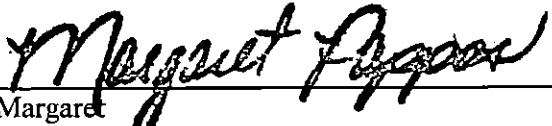
The advertising fee for this application based on the current legal description is \$665.38. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOD-002552-2023 Springdale Mall Subdivision
July 26, 2023

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: 
Margaret
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION

June 27, 2023

PUBLIC HEARING NOTICE



Re: 3220 Airport Boulevard
MOD-002552-2023
Springdale Mall Subdivision
Basin Engineering & Surveying
District 5
Modification of a previously approved Planned Unit Development to allow the construction of a drive-thru coffee shop for an existing mixed-use commercial development in a B-3, Community Business Suburban District.

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, July 20, 2023, at 2:00 p.m. to consider your above referenced application.

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

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

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, July 19, 2023, to allow adequate time for the Commission members to review the information.

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

MOBILE CITY PLANNING COMMISSION
June 27, 2023
PUBLIC HEARING NOTICE



Re: 3220 Airport Boulevard
MOD-002552-2023
Springdale Mall Subdivision
Basin Engineering & Surveying
District 5
Modification of a previously approved Planned Unit Development to allow the construction of a drive-thru coffee shop for an existing mixed-use, commercial development in a B-3, Community Business Suburban District.

Dear Property Owner(s):

This letter is to advise property owners within 300 feet, as required by State Law, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, July 20, 2023, at 2:00 p.m., to consider the above referenced application.

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

While your presence is not required, this notice is to advise you of the meeting so that you may participate and if you wish, present your views concerning this application to the Planning Commission

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, July 19, 2023, to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules and Procedures limit both the proponent and opposition to four (4) speakers each, for a maximum of five (5) minutes. For additional information or assistance, please contact a Planner at (251) 208-5895.



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:	Wesley Eustis	
Firm:	Basin Engineering & Surveying	
Phone:	(504) 766-0526	
Email:	weustis@basinengllc.com	
Address:	2811 B Toulouse St.	

	Owner	Design Professional
Name:	Brixmor GA Springdale/Mobile Limited Partnership	Wesley Eustis
Firm:	Brixmor	Basin Engineering & Surveying
Phone:	770-360-8433	(504) 766-0526
Email:	matthew.ryan@brixmor.com	weustis@basinengllc.com
Address:	PO Box 645341, Cincinnati, OH 45264-5341	2811 B Toulouse St.

2. PROPERTY INFORMATION

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

3220 Airport Blvd.

51126 sqft

Property Address

Property Area (acres or square feet)

R022908193003081.003

12900117

Parcel Number(s) or Key Number(s)

B-3

Present Zoning or Transect District

Proposed Zoning or Transect District (if applicable)

3. NEIGHBORHOOD MEETING

Attach the Neighborhood Meeting Documentation if applicable.

This requirement applies to any of the following applications:

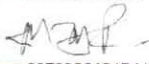
- a) Any Rezoning to a higher classification;
- b) Any application to create or modify a Planned Development; or
- c) Any Conditional Use Permit.

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

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

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

DocuSigned by:



00E32C64C4D4418...

Owner Signature

6/7/2023

Date

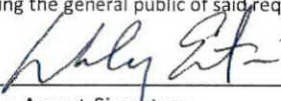
Applicant or Agent Signature (if applicable)

06/14/2023

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

06/14/2023

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



City of Mobile • Planning & Zoning

Corporate Letter of Authorization

I, Matthew Ryan, 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 Brixmor GA Springdale/Mobile Limited Partnership, a corporation for the property located within the city limits of Mobile, Alabama at 3220 Airport Blvd.

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.

Wesley Eustis - Basin Engineering & Surveying
Designee (1)

weustis@basinengllc.com
Email

(504) 766-0526
Phone Number

Designee (2)

Email

Phone Number

DocuSigned by:

00E32C64C4D4418

Signature of Company Owner

June 8, 2023 | 5:41 PM EDT

Date

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

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

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

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

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

The existing site consists of an asphalt concrete parking lot.

The proposed 7 Brew Drive-Thru Coffee will significantly improve the existing site by providing the most up to date City requirements, and provide a more useful space for the public.

District Center

Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.

Lot 11 is currently zoned as B-3 and will remain as a B-3 zoned property with the incorporation of the 7 Brew Coffee. The surrounding properties are also zoned as B-3.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

The proposed 7 Brew Coffee will consist of a redevelopment of the existing parking lot. All the required utilities for this site are readily available and will require no further improvements outside the property. The property has ample space for staging and storage of materials during construction and will pose no risk to traffic flow around the site.

4. Does the site design include adequate public facilities and utilities? ☒ Yes ☐ No

5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)

☒ Yes ☐ No

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Revised February 2023

6. Please provide the following information:

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

The max eave height of the building is 19'-2". See provided architectural elevations.

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

See site plan for proposed landscaped areas. See attached document with the required landscaping requirements and explanation for landscaping hardship consideration.

Lighting:

The existing light poles on site will be reused and rerouted to the 7 Brew Coffee building. See attached site plan for light pole locations.

See provided architectural elevations for building exterior lighting.

Hours of operation:

Minimum of: 9:30 A.M. to 9:30 P.M. Monday through Saturday and noon to 6:00 P.M. on Sundays

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

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.

The proposed 7 Brew Coffee operation is not expected to be detrimental to public health, safety, or general welfare.

During construction, it is the contractor's responsibility to implement the Best Management Practices necessary for construction.

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.

The proposed 7 Brew Coffee will redevelop the existing parking lot into a more useful space for patrons, and provide both economic and public benefits for the City of Mobile.

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

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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

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Revised February 2023

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Plan Submission Contact Information

Name of Project 7 Brew Drive-Thru Coffee

Address 3220 Airport Blvd.

Owner Brixmor GA Springdale/Mobile Limited Partnership

Address PO Box 645341, Cincinnati, OH Zip Code 45264-5341

Phone 770-360-8433 Fax 770-442-3776 Email matthew.ryan@brixmor.com

Authorized Agent Wesley Eustis, P.E.

Address 2811 B Toulouse St., New Orleans, LA Zip Code 70119

Phone (504) 766-0526 Fax NA Email weustis@basinengllc.com

Contractor TBD

Address TBD Zip Code TBD

Phone TBD Fax TBD Email TBD

Civil Engineer Basin Engineering & Surveying

Address 2811-B Toulouse St., New Orleans, LA Zip Code 70119

Phone (504)766-0526 Fax NA Email weustis@basinengllc.com

Architect HFA-AE, LTD.

Address 420 Throckmorton St., Ste. 910 Fort Worth, TX Zip Code 76102

Phone 817-203-1099 Fax NA Email elie.delaune@hfa-ae.com

Submitted by:

Signature  Wesley Eustis, P.E.

06/14/2023 Civil Engineer (Basin Engineering & Surveying)

Date Affiliation to project/Organization



2811 B Toulouse St. | New Orleans, LA 70119

Office (504) 766-0526 | Cell (504) 202-1246

weustis@basinengllc.com | basinengllc.com

June 14, 2023

Planning & Zoning
205 Government Street
3rd Floor, South Tower
Mobile, AL 36602
(251) 208-5895

**RE: 7 Brew Drive Thru Coffee
3220 Airport Blvd., Mobile, AL 36606
Modification of Existing PUD – Landscape Reduction Request
Our File # 23-014**

To Whom It May Concern:

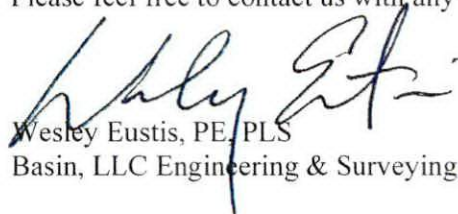
Per the landscape area requirements of Section 64-3-7 of Article 3 of the UDC, 15% of the site is required to be landscape area in the B-3 (Suburban) District, 60% of which is to be planted between the street-facing property line and any building wall(s) facing the street. With these requirements, the calculated required landscape area of the 51,126sqft site is 7,670sqft with 4,601sqft of frontage required between the Airport Blvd. Service Rd. and 7 Brew Coffee building.

Due to the layout of the site, approximately 5,700 sqft of the lot's frontage is occupied by a landscaped portion of property owned by the Springdale Mall for the shopping center's sign. The 7 Brew Coffee is proposed to have 5,477sqft of total landscaping with 1,500sqft of frontage.

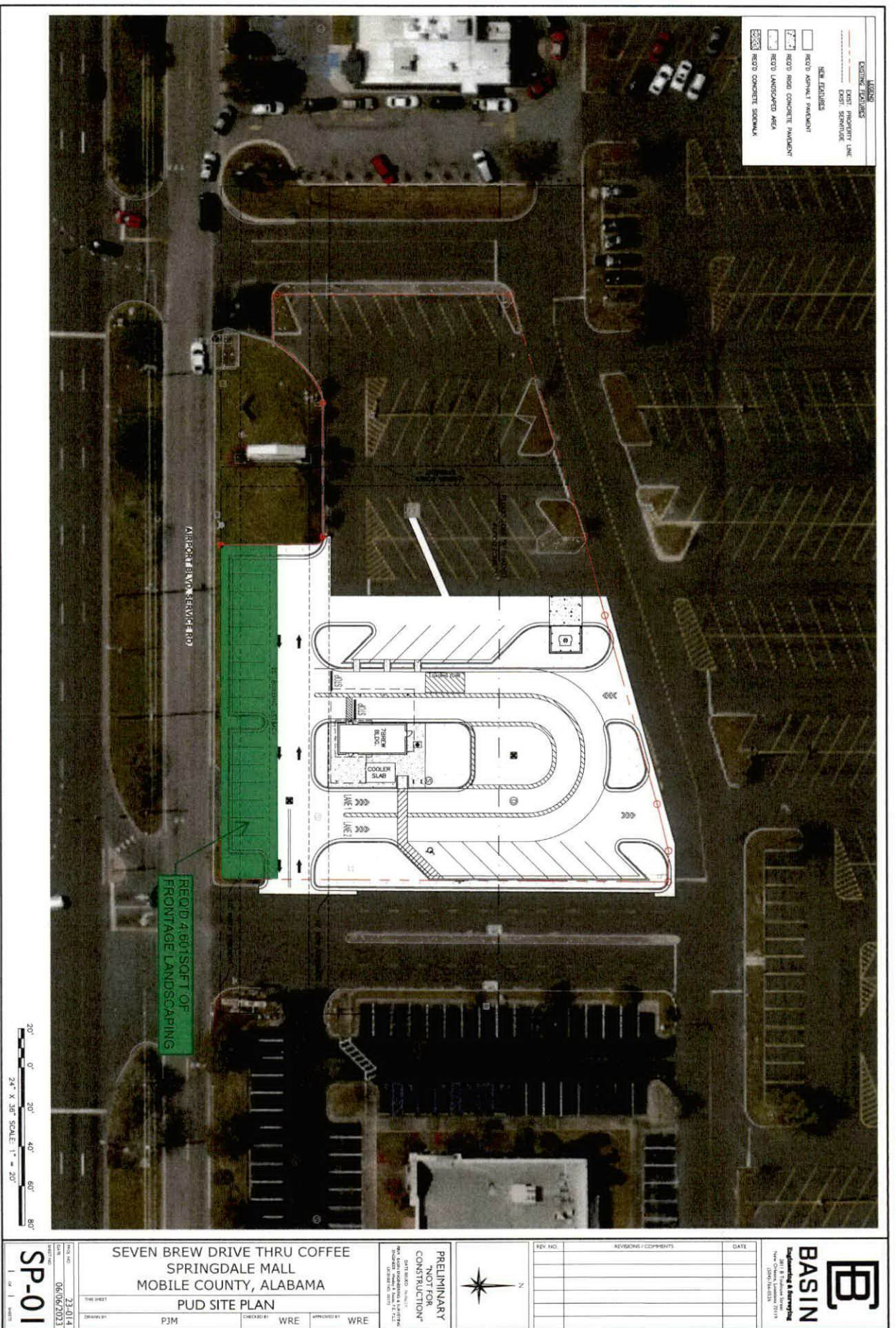
In order to meet the 4,601sqft frontage requirement, the southern most parking spaces and drive aisles will have to be incorporated as landscaping. Despite a reduced amount of landscape frontage proposed, the screening/planting requirements are met as depicted in the provided landscape plan. Additionally, the site's landscaping requirements consider the entire site, not the disturbed portion of the site which is proposed to be significantly less.

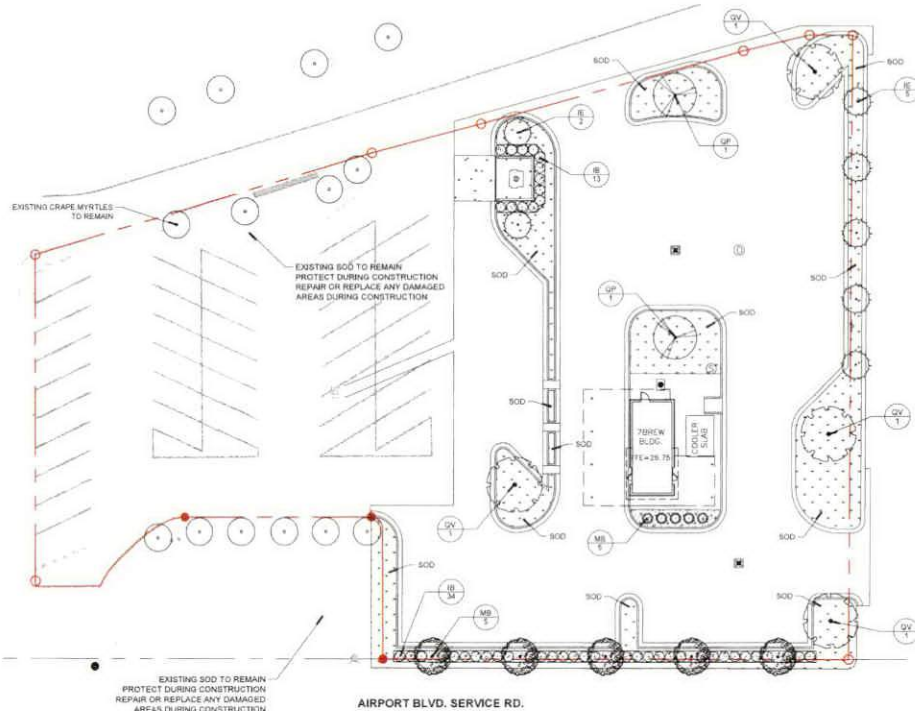
With the site-specific information provided above, the required landscape frontage will impact the traffic flow, parking spaces, and location of the building and drive-thru. If possible, consideration for a general reduction in the total landscaping requirements for this site will be appreciated. See attached site plan with the proposed landscaping and the required landscaping highlighted in green as well as the attached landscape plan depicting the required screening.

Please feel free to contact us with any questions.

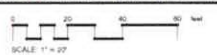


Wesley Eustis, PE, PLS
Basin, LLC Engineering & Surveying



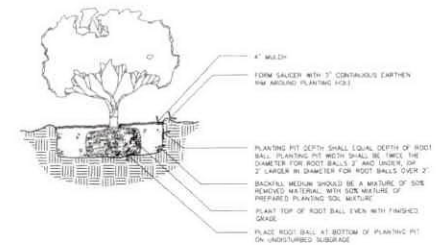


LANDSCAPE PLANTING PLAN

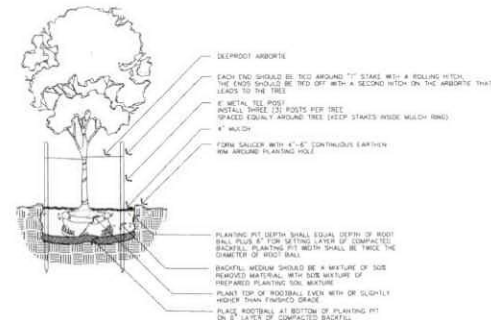


PLANT SCHEDULE

HERITAGE	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL	SIZE
	MB	5	Magnolia grandiflora / Bracken's Beauty / Bracken's Beauty Southern Magnolia	Gallon or BAB	3" Cal	10' - 12' Ht.
	QV	4	Quercus virginiana / Southern Live Oak	Gallon or BAB	3" Cal	12' to 14' Ht.
OVER STORY	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL	SIZE
	QP	2	Quercus phellos / Willow Oak	Gallon or BAB	2" Cal	10' - 12' Ht.
UNDER STORY	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL	SIZE
	IE	7	Ilex x alternata / Egleston / Egleston Holly	Gallon or BAB	2" Cal	8' - 10' Ht.
SHRUB	CODE	QTY	BOTANICAL / COMMON NAME	CONT	SIZE	
	IB	47	Ilex cornuta / Burford Holly / Dwarf Burford Holly	3-Cal		
	MS	5	Miscanthus sinensis / Adagio / Adagio Eclat Grass	3-Cal		
GROUND COVERS	CODE	QTY	BOTANICAL / COMMON NAME	CONT	REMARKS	
	SOD	5,923 sf	Eriochloa optuloides / Centipede Sod	Squares or Mini Rolls	Class A	
	MALCH	547 sf	Mulch Area / Pine Straw Mulch	BF	4" Depth	



1 SHRUB PLANTING DETAIL
LS-1 N.T.S.



2 TREE PLANTING DETAIL
LS-1 N.T.S.

IF DIMENSIONS ARE NOT SHOWN, SCALE ACCORDINGLY

ALPHONSE BACIA III
LANDSCAPE ARCHITECT LLC.
105 CLAYTON COURT
BIRMINGHAM, ALABAMA 35241
BACIADDESIGNS@GMAIL.COM
(855) 460-0428



6-11-2023

THIS DRAWING IS AN INSTRUMENT OF SERVICE AND THE PROPERTY OF THE ARCHITECT AND MAY BE USED ONLY ON THE PROJECT NAMED HEREIN. THIS DRAWING SHALL NOT BE REPRODUCED, COPIED, OR USED IN WHOLE OR PART WITHOUT WRITTEN PERMISSION OF THE ARCHITECT. ANY USE IS A VIOLATION OF FEDERAL AND STATE COPYRIGHT STATUTES.

Seven Brew Drive Thru Coffee

SPRINGDALE MALL
MOBILE COUNTY, ALABAMA

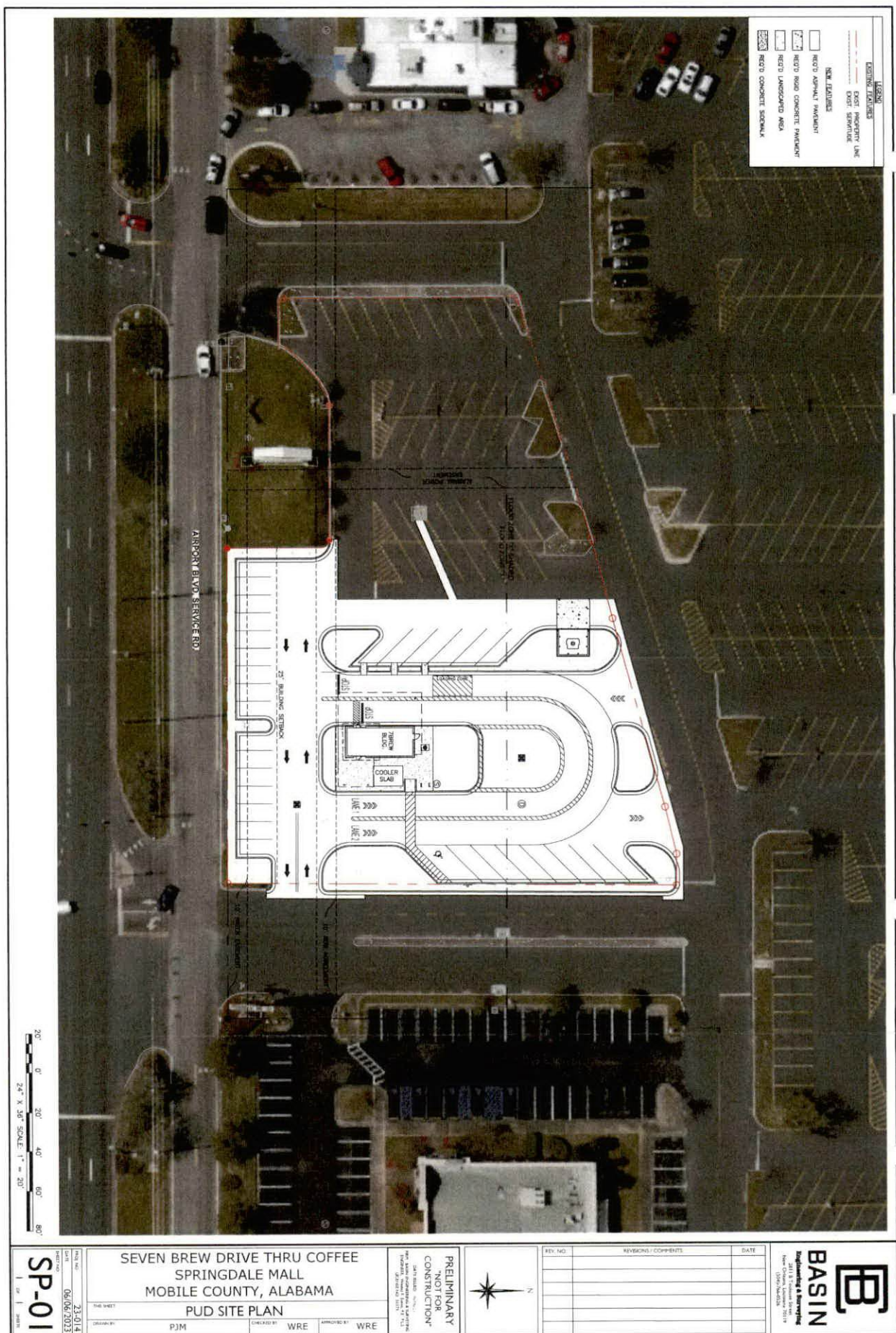
Sheet Title: Landscape Planting Plan

JOB NO.:
SCALE: AS SHOWN
DRAWN BY: ABL
CHECKED BY: ABL

SHEET

LS-1

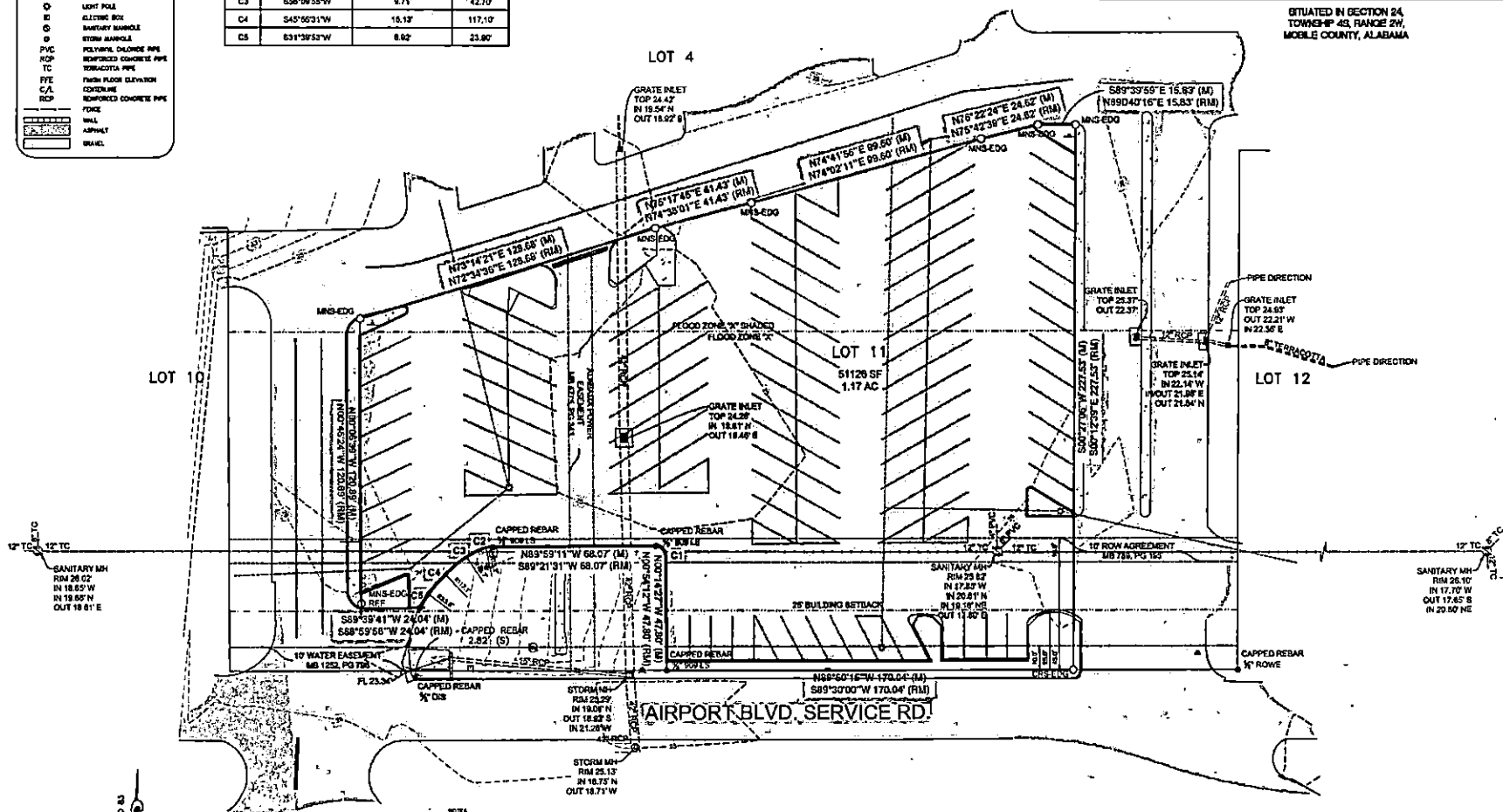
REV.
DATE: JUNE 11TH, 2023



SITUATED IN SECTION 24,
TOWNSHIP 49, RANGE 2W,
MOBILE COUNTY, ALABAMA

	CHORD BEARING	CHORD DISTANCE	RADIUS
C1	N45°10'08"W	6.79	4.10'
C2	S76°21'07"W	7.21	18.20'
C3	S58°09'35"W	9.75	42.70'
C4	S45°56'31"W	10.13	117.10'
C5	S31°39'53"W	8.92	23.80'

LEGEND	
+367.40	EXISTING SPOT ELEVATION
A	FIRE HYDRANT
B	WATER VALVE
S	WATER METER
□	IRRIGATION CONTROL VALVE
⊕	TELEPHONE PEGGING
⊙	LIGHT POLE
⊖	GLITTER BOX
⊗	BARITARY BARHOLE
⊙	STORM MANHOLE
PVC	POLYVINYL CHLORIDE PIPE
RCF	REINFORCED CONCRETE PIPE
VC	VORBUCCATA PIPE
FVE	FINISH FLOOR ELEVATION
C/A	CONCRETE
RCF	REINFORCED CONCRETE PIPE
	FORCE
	WALL
	ASPHALT
	GRAVEL

[illegible]

RECORD DESCRIPTION:
LOT 11 OF SPRINGDALE HALL SUBDIVISION AS RECORDED IN WD 104, PG 5 IN THE OFFICE OF THE JUDGE
OF PROBATE IN MOBILE COUNTY, ALABAMA.

I hereby certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, education, and belief.

Surveyor's Signature B. Craig Johnson
 Arizona License Number 20004 Date: Mar 18, 2025

Address	REPORT R.V.Q.
Date of Submission	1977
Date of Survey	1977
Job Number	10000000
Drawn By	1000
Survey For	1000
Type of Survey	1000



1000 E. LAUREL AVENUE
FOLEY, AL 36535
TEL - (205) 403-9158
TEL - (251) 943-8960

EDG
ENGINEERING DESIGN GROUP, LLC
CIVIL, MECHANICAL & LAND SURVEYING
(800) 433-6888

1 OF 1

SPRINGDALE STORES INC C/O A B
SNODGRASS
PO BOX 16126
MOBILE, AL 36616

SPRINGDALE MALL JOINT
PARTNERSHIP AN C/O HARDING &
CARBONE INC
500 EAST BROWARD BLVD SUITE 1130
FT LAUDERDALE, FL 33394

BEL AIR MALL REALTY HOLDING LLC
1010 NORTHERN BLVD STE 212
GREAT NECK, NY 11021

GARO DEKIRMENDJIAN & AROUSSIAK
DEKIRMENDJIAN TRUSTEES
8120 LANKERSHIM BLVD
NORTH HOLLYWOOD, CA 91605

SPRINGDALE MALL JOINT C/O RYAN
LLC TAX COMPLIANCE
500 EAST BROWARD BLVD., SUITE 1130
FT LAUDERDALE, FL 33394

BASIN ENGINEERING & SURVEYING
2811 B TOULOUSE ST.
NEW ORLEANS, LA 70119

BRIXMOR GA SPRINGDALE/MOBILE
LIMITED PARTNERSHIP
PO BOX 645341
CINCINNATI, OH 45264-5341



Agenda Item #: 12

SUB-SW-002553-2023 & MOD-002552-2023

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

[Applicant Materials for Consideration – Sidewalk Waiver](#)

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

DETAILS

Location:

3220 Airport Boulevard

Subdivision Name (as applicable):

Springdale Mall Subdivision

Applicant / Agent (as applicable):

Basin Engineering & Surveying

Property Owner:

Brixmor GA Springdale/Mobile Limited Partnership

Current Zoning:

B-3, Community Business Suburban District

Proposed Zoning (as applicable):

Not applicable

Future Land Use:

District Center

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Subdivision Regulations
- Map for Mobile Comprehensive Plan
- Complete Streets Policy

Schedule for Development (as applicable):

- Not Applicable

Proposal:

- Waive the construction of a sidewalk along Airport Boulevard
- Modification of a previously approved Planned Unit Development

Commission Considerations:

1. Sidewalk Waiver request
2. Modification of a previously approved Planned Unit Development with seventeen (17) conditions.

Report Contents:

	Page
Context Map	2
Site History	3
Staff Comments	3
Commission Considerations	6
Exhibits	8

PLANNING COMMISSION

VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial units.

APPLICATION NUMBER	12	DATE	July 20, 2023
APPLICANT	Springdale Mall Subdivision		
REQUEST	Sidewalk Waiver, PUD Modification		



NTS

SITE HISTORY

Since 1986 the site has been the subject of various Subdivision and Planned Unit Development (PUD) approvals. A Sidewalk Waiver was granted in 2004 to waive construction of a sidewalk along East I-65 Service Road South. In 2006 and 2020, variances were approved to allow additional signage on the site, and to allow informational signs larger than 20 square feet, respectively. Most recently, in 2021, the Planning Commission approved an 11-lot subdivision of the site, as well as an amendment to the existing PUD to allow shared access and parking between multiple building sites, and to modify a previously approved sign package for the development.

STAFF COMMENTS

Engineering Comments:

Sidewalk Waiver

It appears that there is sufficient room within the ROW, or within the property, for the construction of a sidewalk that could be approved through the ROW Permit process.

Modification of Planned Unit Development

ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN:

1. Any work performed in the existing Public ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
5. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
6. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
7. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

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:

Sidewalk Waiver

The subject site consists of Lot 11 of Springdale Mall Subdivision. The applicant proposes to re-develop a portion of the property with a drive-thru coffee shop. Re-development of the site requires a sidewalk to be provided within the public right-of-way. The applicant is requesting to waive construction of a sidewalk along its frontage on Airport Boulevard.

The applicant's comments are available via the link on Page 1 of this report. In summary, the applicant states that the existing mall sign discourages sidewalk installation and that there are no adjoining sidewalks along Airport Boulevard at this location.

The Engineering comments suggest that a sidewalk can be constructed along Airport Boulevard.

Planned Unit Development Modification

The site plan depicts re-development of a portion of Lot 11 of Springdale Mall Subdivision for use as a drive-thru coffee shop. The site will be accessed through Lot 4 of the subdivision, which surrounds the property. One (1) 510 square-foot building is proposed, along with a canopy, a stand-alone walk-in cooler, a dumpster pad and enclosure, and two (2) drive-thru lanes.

Off-street parking is illustrated, but no required parking calculations are provided. Two (2) parking spaces are required per Table 64-3-12.1 of the Unified Development Code (UDC), and more than enough parking is illustrated; however, a table should be placed on a revised site plan with the amount of required parking and the amount of parking provided. Also, re-development of the site requires the provision of parking lot lighting, which must meet the illumination standards of Section 64-3-9.C. A photometric plan will be required at the time of permitting to verify the site will comply with these requirements.

Two (2) bicycle parking spaces are required and must meet the standards of Section 64-3-12.A.9. Compliance with these requirements should be illustrated on a revised site plan.

Additionally, one (1) small off-street loading space is required per Section 64-3-12.B. and should be illustrated on the revised site plan.

No pedestrian walkway is illustrated connecting the building to a public sidewalk. The site needs to meet the pedestrian walkway requirements of Section 64-3-3 of Article 3 of the UDC, unless the request for a Sidewalk Waiver is approved.

No elevation drawings were provided as part of this application, but it should be noted that the proposed building will need to include at least one feature from each of the following design categories, the details of which are found in Section 64-3-6 of Article 3 of the UDC: 1) Site Frontage; 2) Building Form – Height; 3) Building Form – Wall; and, 4) Architectural Feature.

In addition to approval of the PUD modification, the applicant is seeking relief from the UDC to allow reduced landscape area. The applicant provided a narrative regarding the request, which can be viewed using the link to the application materials provided on the first page of this report. Their concern for planting a compliant amount of landscaping centers on how doing so would impact existing site improvements and traffic circulation.

Section 64-2-14.E. of the UDC requires 7,668± square feet (15%) of the site to be landscaped, 4,601± square feet (60%) of which is required to be planted between the street-facing property line and any building wall(s) facing the street. The applicant proposes to plant a total of 5,477 square feet of landscaping, 1,500 square feet of which will be front landscape area (10% of the site, and 32% of the required amount of frontage landscaping). The site is currently paved, with the exception of a few trees. The Planning Commission may consider alternative ways the site could meet the intent of the UDC's landscaping requirements, such as alternative parking lot surfacing, additional tree plantings, etc. If the request is not approved, revision of the site plan will be required to show compliance with the minimum landscape area standards.

Tree plantings are proposed and meet the minimum requirements regarding the number of tree plantings, but the area, dimensional, and canopy standards of Section 64-3-7 for each tree are not illustrated. Furthermore, it's unclear if some trees that are proposed to be planted on adjacent property are being counted toward tree planting requirements for the site. No off-site trees or landscape area can be applied to the site's tree and landscape planting requirements. A tree and landscape area plan will be required at the time of permitting, and it must illustrate compliance with these provisions.

It should be noted that maintenance of all tree plantings and landscape area is the responsibility of the property owner. As such, the property owner is required to sign the tree and landscape plan acknowledging these requirements; or, the applicant may submit a notarized letter signed by the property owner with the same information.

A dumpster pad is illustrated on the site plan, and it appears it will be enclosed. Nevertheless, a note should be placed on the site plan stating any dumpster placed on the property must meet the enclosure and placement standards of Section 64-3-13.A.4. of the UDC.

One (1) 10-foot water and sewer easement is illustrated along Airport Boulevard, and another 10-foot water and sewer easement is illustrated across a portion of the site, parallel to the easement along Airport Boulevard. One (1) of the easements is incorrectly labeled as "10' ROW Agreement," and should be corrected on the revised site

plan. A note should also be placed on the revised site plan stating no structures shall be built in any easement without permission from the easement holder.

No signage is depicted on the site plan, and no information regarding signage was provided to staff for review. All proposed signage for the site requires separate reviews by, and permits from, the Planning and Zoning Department. Illuminated signage also requires its design and construction to be completed by a licensed and bonded sign contractor, along with additional Electrical Permits from the Permitting Department.

In compliance with Traffic Engineering comments, the number of driveways, their sizes, locations, and designs are 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. A note should be placed on the revised site plan stating these comments.

Any future development or redevelopment of the lot may require additional modification of the PUD to be approved by the Planning Commission and City Council. A note stating as much should be placed on a revised site plan.

A revised Modified Planned Unit Development site plan (hard copy and pdf) should be submitted to and approved by Planning and Zoning prior to recording the plan in Probate Court, as required by Section 64-5-8-B.2(f).

SIDEWALK WAIVER CONSIDERATIONS

Standards of Review:

The Mobile City Council adopted a "complete streets" policy on May 31, 2011. The purpose of the complete streets policy is to support the design and construction of streets to enable safe access to all users, including pedestrians, bicyclists, transit riders, motorists, commercial and emergency vehicles, and for people of all ages and abilities.

Sidewalks are typically encouraged, even in industrial developments, although the appropriateness of sidewalks should also take into account the existing infrastructure in the area, i.e., does the construction of the existing roadway safely allow for a sidewalk to be utilized.

Considerations:

In rendering a decision, the Planning Commission should evaluate the following factors:

1. The City of Mobile Complete Streets Policy which supports the design and construction of streets for all users, including pedestrians; and
2. The existing infrastructure in the area, such as adequate room for construction of a sidewalk, as well as connectivity to existing sidewalks.

PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

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

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

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

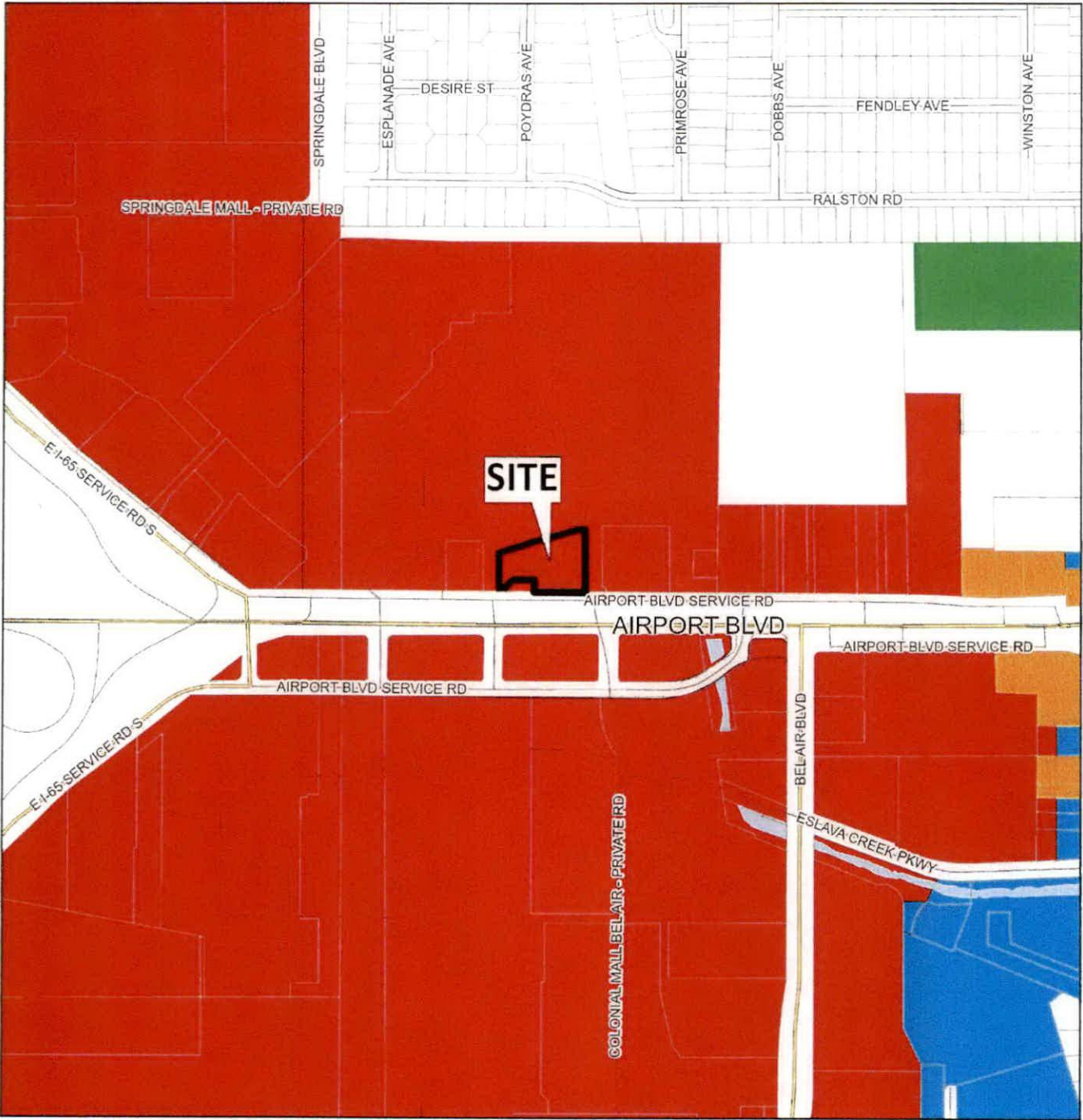
Considerations:

If the Planning Commission considers a recommendation of approval of the Modified Planned Unit Development, the following conditions could apply:

1. Provision of the required parking calculations on a revised site plan;
2. Provision of a photometric plan at the time of permitting illustrating parking lot lighting will comply with the illumination standards of Section 64-3-9.C, and provision of a note on the site plan stating that the site will comply with Section 64-3-9.C of the UDC;
3. Revision of the site plan to illustrate compliance with the bicycle parking standards of Section 64-3-12.A.9;
4. Revision of the site plan to illustrate compliance with the off-street facilities standards of Section 64-3-12.B;
5. Revision of the site plan to illustrate compliance with the on-site pedestrian safety standards of Section 64-3-3;
6. Provision of a revised tree and landscape plan at the time of permitting illustrating compliance with the City Council's decision, or in compliance with Section 64-3-7;
7. Provision of a note on the site plan stating any dumpster placed on the property must meet the enclosure and placement standards of Section 64-3-13.A.4. of the UDC;
8. Revision of the site plan to correct the label for the water and sewer easement;

9. Provision of a note on the site plan stating no structures shall be constructed in any easement without permission from the easement holder;
10. Provision of a note on the site plan stating future development or development of the site may require additional modification of the PUD to be reviewed by the Planning Commission and City Council;
11. Compliance with all Engineering comments noted in this staff report;
12. Compliance with all Engineering comments noted in this staff report;
13. Compliance with all Traffic Engineering comments noted in this staff report;
14. Compliance with all Urban Forestry comments noted in this staff report;
15. Compliance with all Fire Department comments noted in this staff report;
16. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
17. Full compliance with all municipal codes and ordinances.

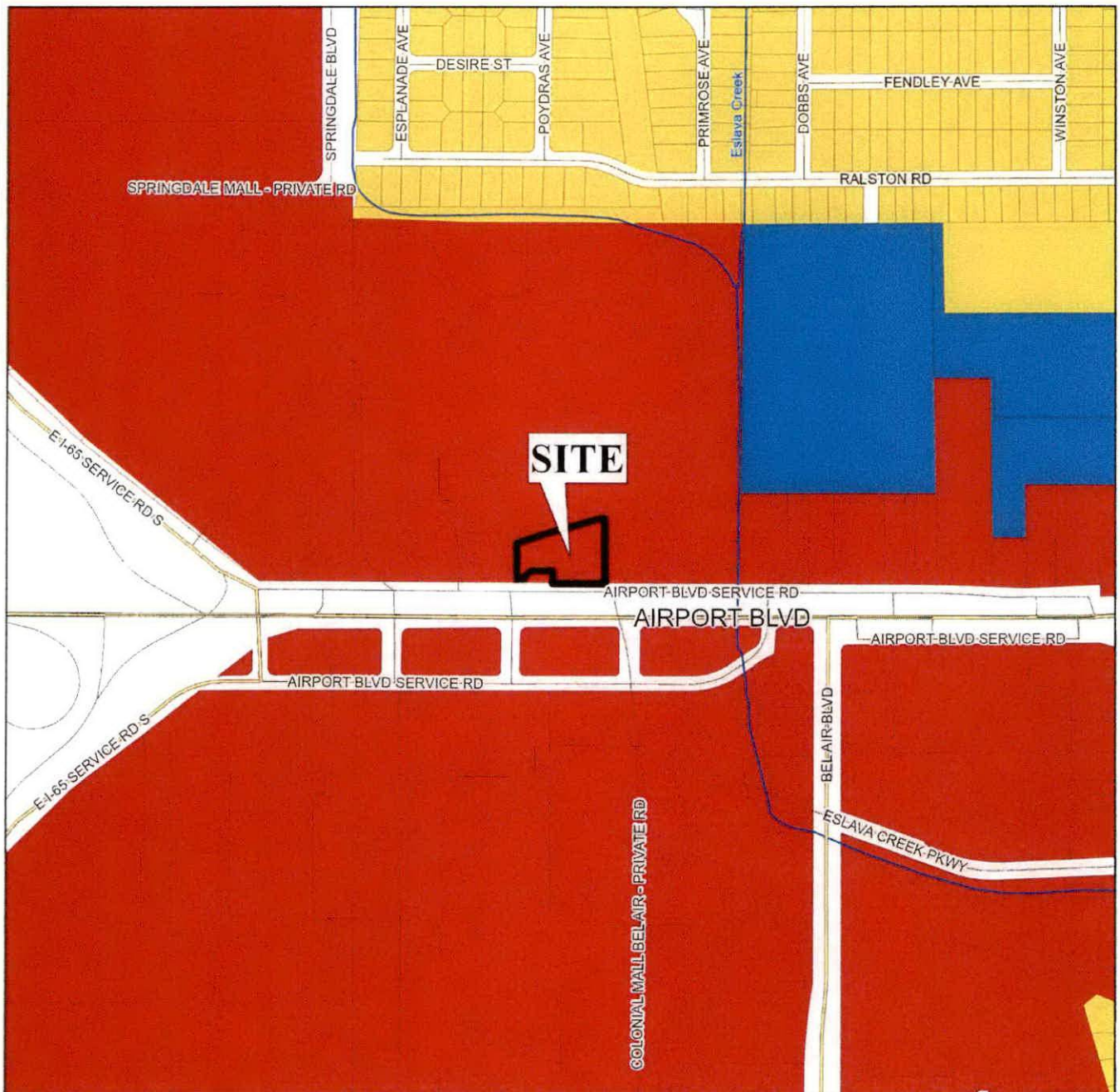
LOCATOR ZONING MAP



APPLICATION NUMBER 12 DATE July 20, 2023
 APPLICANT Springdale Mall Subdivision
 REQUEST Sidewalk Waiver, PUD Modification



FLUM LOCATOR MAP



APPLICATION NUMBER 12 DATE July 20, 2023

APPLICANT Springdale Mall Subdivision

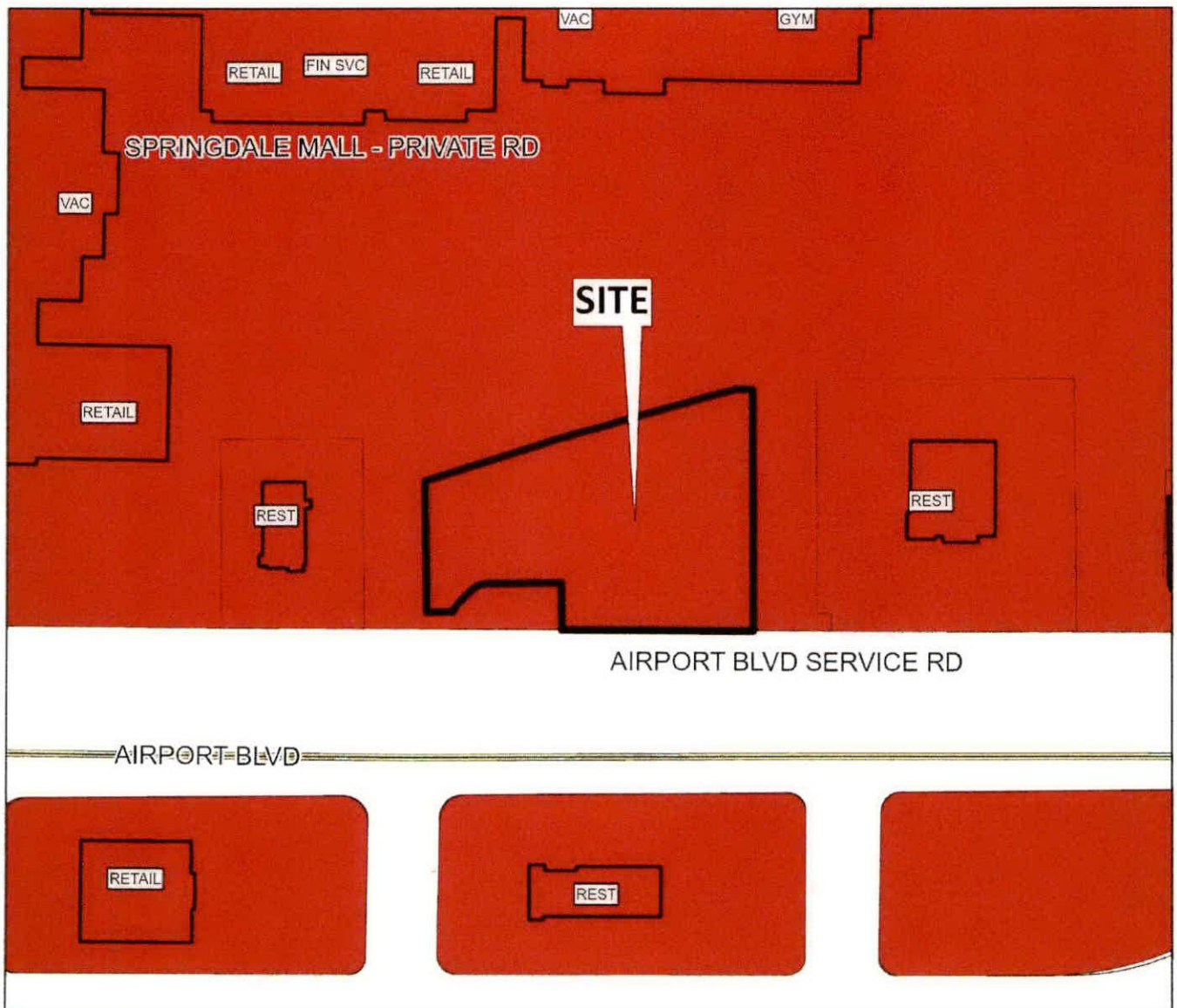
REQUEST Sidewalk Waiver, PUD Modification

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 units.

APPLICATION NUMBER 12 DATE July 20, 2023

APPLICANT Springdale Mall Subdivision

REQUEST Sidewalk Waiver, PUD Modification

R-A	R-3	T-B	B-2	B-5	MUN	SD-WH	T5.1
R-1	R-B	B-1	B-3	I-1	OPEN	T3	T5.2
R-2	H-B	LB-2	B-4	I-2	SD	T4	T6



SIDEWALK WAIVER SITE PLAN



APPLICATION NUMBER 12 DATE July 20, 2023

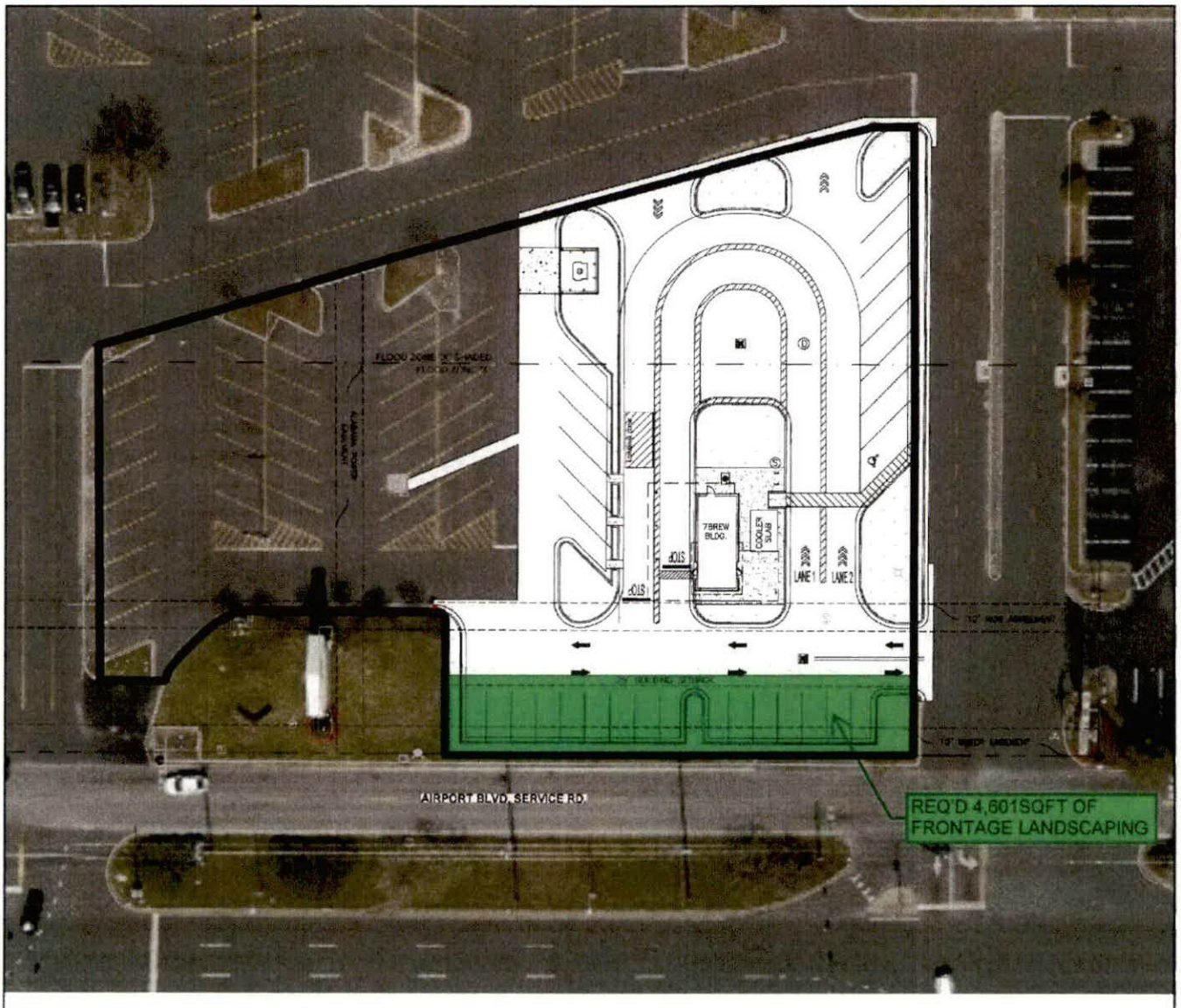
APPLICANT Springdale Mall Subdivision

REQUEST Sidewalk Waiver, PUD Modification



NTS

PUD SITE PLAN

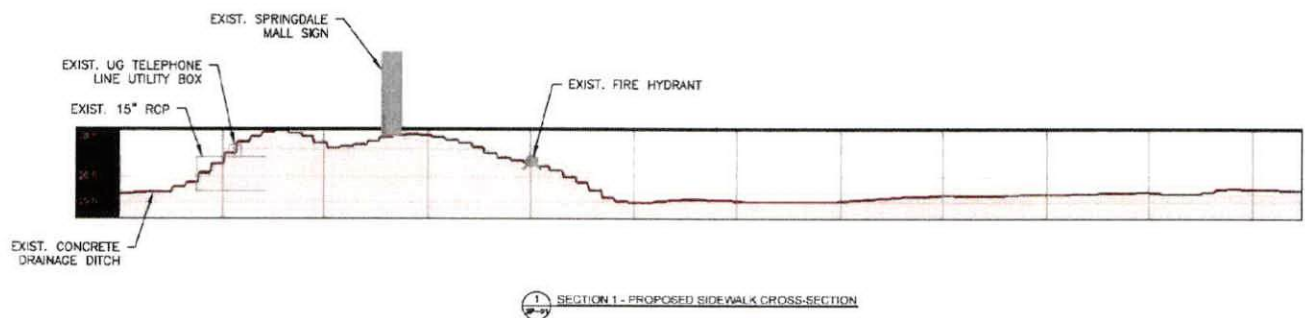


The site plan illustrates the proposed buildings, drive through lanes, and parking.

APPLICATION NUMBER	12	DATE	July 20, 2023
APPLICANT	Springdale Mall Subdivision		
REQUEST	Sidewalk Waiver, PUD Modification		



DETAIL SITE PLAN



APPLICATION NUMBER 12 DATE July 20, 2023
APPLICANT Springdale Mall Subdivision
REQUEST Sidewalk Waiver, 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)



DISTRICT CENTER (DC)

This designation applies across the city to larger areas of existing mixed-use character or where such character is encouraged. These areas will include moderate to high-density residential (minimum densities of 6 du/ac) in dynamic, horizontal or vertical mixed use environments, to provide a balance of housing and employment.

District Centers generally serve several surrounding neighborhoods and may even have a city-wide or region-wide reach. As such, they are often anchored by a major commercial or institutional employer such as a shopping mall or a medical center.

Depending on location and assigned zoning, residential areas in District Centers may incorporate a mix of housing types, ranging from mid-rise multifamily buildings containing apartments and lofts, to townhouses and detached single-family homes. Major civic cultural institutions and public spaces provide regional and neighborhood destinations.

District Centers should be designed to induce pedestrian activity, with high quality streetscapes connecting the different components of a center as well as the center to its surrounding area. DC districts may be served by transit and include development of an intensity and design that supports transit use.



AGENDA ITEM SUMMARY SHEET

Agenda of:2/20/2024

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson and Councilmember Reynolds and Councilmember Carroll

Purpose and Scope of Project:

Crawford-Murphy Park – Principal features of improvements include (4) asphalt pickleball courts, (2) asphalt tennis courts, fencing, lighting, concrete sidewalks and pavement, concrete ribbon curb, site grading/drainage, shelter, landscaping, and site amenities. Furnish and install Musco lighting system including controller, fixtures, poles and all associated hardware
Stotts Park – Principal features of improvements include (4) asphalt pickleball courts, fencing, lighting, concrete sidewalks and pavement, concrete ribbon curb, site grading/drainage, shelter, landscaping, and site amenities. Furnish and install Musco lighting system including controller, fixtures, poles and all associated hardware.

Amount of Contract:

\$1,516,200.00

Funding Source

Project # Crawford-Murphy Park New Pball &
Tennis Courts PR-035-23 & Stotts Park – New Pball **Discretionary Funds**
Courts PR-047-23

Project String C0706 Crawford-Murphy Park &
C0152 Stotts Park – New Pickleball and Tennis
Courts (20002000- 48010)

Contract Number:C#4480 and C#4481

Budget Amendment **REDUCE** **INCREASE**

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Crawford and Stotts Routing package	Cover Memo	1/31/2024

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	2/1/2024 - 1:26 PM
Capital	Rhodes, Brenda	Approved	2/1/2024 - 4:13 PM
Legal	Kern, Chris	Approved	2/1/2024 - 4:23 PM
Mayors Office	Barber, James	Approved	2/8/2024 - 1:06 PM

RESOLUTION

2024

Sponsored by:

Mayor William S. Stimpson, Councilmember Ben Reynolds
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, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company: Harris Contracting Services, Inc.

Project Name: Stotts Park
– New Pickleball Courts
&
Crawford-Murphy Park
– New Pickleball and Tennis Courts

Project Number: PR-047-23
&
PR-035-23

Amount: \$1,516,200.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Crawford-Murphy Park – New Pickleball and Tennis Courts

CAPITAL PROJECT #: C0706 (20002000-48010)

CONTRACT AMOUNT: \$982,000.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-035-23

PROJECT DESCRIPTION: Principal features of improvements include (4) asphalt pickleball courts, (2) asphalt tennis courts, fencing, lighting, concrete sidewalks and pavement, concrete ribbon curb, site grading/drainage, shelter, landscaping, and site amenities. Furnish and install Musco lighting system including controller, fixtures, poles and all associated hardware

VENDOR NAME: Harris Contracting Services, Inc.

VENDOR NUMBER: 293714

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: Emma Dean – Office Assistant I Date: 01/30/2024

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Stotts Park – New Pickleball Courts

CAPITAL PROJECT #: C0152 (20002000-48010)

CONTRACT AMOUNT: \$534,200.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-047-23

PROJECT DESCRIPTION: Principal features of improvements include (4) asphalt pickleball courts, fencing, lighting, concrete sidewalks and pavement, concrete ribbon curb, site grading/drainage, shelter, landscaping, and site amenities. Furnish and install Musco lighting system including controller, fixtures, poles and all associated hardware.

VENDOR NAME: Harris Contracting Services, Inc.

VENDOR NUMBER: 293714

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: Emma Dean – Office Assistant I Date: 01/30/2024

AIA® Document A101® – 2017

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

AGREEMENT made as of the _____ day of _____ in the year _____
(In words, indicate day, month and year.)
BETWEEN the Owner:
(Name, legal status, address and other information)

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

and the Contractor:
(Name, legal status, address and other information)
Harris Contracting Services, Inc.
5413 Lott Rd.
Eight Mile, AL 36613

City of Mobile Business License Number: 103178
Secretary of State Registration Number: 000-338-516

for the following Project:
(Name, location and detailed description)
Crawford-Murphy Park – New Pickleball and Tennis Courts
351 South Ann Street, Mobile, AL 36604
PR-035-23

Scope – Principal features of improvements include (4) asphalt pickleball courts, (2) asphalt tennis courts, fencing, lighting, concrete sidewalks and pavement, concrete ribbon curb, site grading/drainage, shelter, landscaping, and site amenities. Furnish and install Musco lighting system including controller, fixtures, poles and all associated hardware and

Stotts Park – New Pickleball Courts
2150 Demetropolis Road, Mobile, AL 36693
PR-047-23

Scope – Principal features of improvements include (4) asphalt pickleball courts, fencing, lighting, concrete sidewalks and pavement, concrete ribbon curb, site grading/drainage, shelter, landscaping, and site amenities. Furnish and install Musco lighting system including controller, fixtures, poles and all associated hardware

The Architect:
(Name, legal status, address and other information)
WAS Design, Inc.
218 North Alston Street
Foley, Alabama 36535

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

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

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

Init.

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User Notes:

(1915703096)

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 (See attachment Exhibit A).

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.)

(Paragraph deleted)

☒ A date set forth in a notice to proceed issued by the Owner.

(Paragraphs deleted)

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

§ 3.3 Substantial Completion

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

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

☒ Not later than one-hundred eighty (180) calendar days from the date of the Notice to Proceed for commencement of the Work.

(Table deleted)

(Paragraph deleted)

Init.

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User Notes:

(1915703096)

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

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million Five Hundred Sixteen Thousand Two Hundred and 00/100 Dollars (\$1,516,200.00), subject to additions and deductions as provided in the Contract Documents.

Crawford-Murphy Park	
Base Bid:	\$797,000.00
Contingency Allowance:	\$50,000.00
Total Base Bid:	\$847,000.00
Add. Alt. #1	\$135,000.00
Total Bid:	\$982,000.00

Stotts Park	
Base Bid:	\$439,000.00
Contingency Allowance:	\$25,000.00
Total Base Bid:	\$464,000.00
Add. Alt. #1:	\$70,200.00
Total Bid:	\$534,200.00

Total Contract Amount: \$1,516,200.00

§ 4.2 Alternates

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

Item	Price
Crawford-Murphy Park – Add Alternate #1 – Lighting	\$135,000.00
Stotts Park – Add Alternate #1 - Lighting	\$70,200.00

(Table deleted)

(Paragraphs deleted)

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

(Identify each allowance.)

Crawford-Murphy Park Park Contingency Allowance: Fifty Thousand and 00/100 Dollars (\$50,000.00)

Stotts Park Contingency Allowance: Twenty-Five Thousand and 00/100 Dollars (\$25,000.00)

- 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.
- Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
- All extra work under this section must be authorized by the Owner, in writing, prior to materials or undertaking work.
- 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.
- 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)
Crawford-Murphy Park:		
1. 6" Asphalt Paving	S.F.	\$13.00
2. Centipede Sod	S.Y.	\$9.00
3. 4" Fiber Reinforced Concrete Paving	S.F.	\$12.00
4. Utility Water Line	L.F.	\$26.00

Stotts Park:

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1. 6" Asphalt Paving	S.F.	\$13.00
2. Centipede Sod	S.Y.	\$9.00
3. 4" Fiber Reinforced Concrete Paving	S.F.	\$12.00
4. Utility Water Line	L.F.	\$26.00

§ 4.5 Liquidated damages:

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

A time charge equal to Two Hundred Fifty and 00/100 Dollars (\$250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeouts documents are not acceptably submitted for more than thirty (30) days after the date specified for the substantial Completion of the Work, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

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

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

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

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

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

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

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

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

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

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

§ 5.1.7 Retainage

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

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

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

§ 5.1.7.1.1 The following items are not subject to retainage:

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

N/A

(Paragraphs deleted)

§ 5.1.7.3 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.

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

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

§ 5.2 Final Payment

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

- .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

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- .2 a Certificate of Substantial Completion has been issued by the Architect/Owner and the project accepted.

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

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

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

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

The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Harris Contracting Services, Inc. 5413 Lott Rd. Eight Mile, AL 36613 has completed the contract for Crawford-Murphy Park – New Pickleball and Tennis Court, 351 South Ann Street, Mobile, AL 36604, PR-035-23, and Stotts Park – New Pickleball Court, 2150 Demetropolis Road, Mobile, AL 36693, PR-047-23. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

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

(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.)

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(Paragraph deleted)

[X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

(Paragraph deleted)

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

(Paragraphs deleted)

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

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

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

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

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

§ 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

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

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

- .1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, Including the U. S. Longshore and Harbor Workers Act and the Jones Act, if applicable.
- .2 Employee's Liability Insurance shall be provided for limits of liability not less than:
 - A. Bodily Injury by Accident \$1,000,000 each accident
 - B. Bodily Injury by Disease \$1,000,000 each employee
 - C. Bodily Injury by Disease \$1,000,000 each policy
- .3 United States Longshoreman's Harbor Worker's Act.
- .4 Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.
- .5 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:
 - A. Bodily Injury \$1,000,000 each person
 - B. Property Damage \$1,000,000 each occurrence
 - C. Bodily Injury and Property Damage \$1,000,000 each occurrence; or \$1,000,000 combined single limit
- .6 Such comprehensive policy shall include the following:
 - A. All liability of the Contractor, for the Contractor's Direct Operations.
 - B. Subcontractor's Operations.
 - C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
 - D. General Aggregate Limit of \$2,000,000 shall apply on a "Per Project" Basis.
 - E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below

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- F. Broad Form Property damage Coverage, including Completed Operations.
- G. Personal Injury Liability, with employee's exclusions removed.
- H. Explosion and Collapse Hazard:
Included or X Not Applicable.
- I. Underground Hazard:
Included or X Not Applicable.
- J. Marine General Liability shall include Premises and Operations, Personal and Advertising Injury, Products and Completed Operations, Protection and Indemnity including vessel and crew (if applicable).
- K. Deletion of watercraft exclusion with respect to non-owned vessels and contractual Liability for watercraft exposure not covered by Protection and Indemnity policy.
- L. The Marine General Liability policy must include an endorsement to cover "Sudden And Accidental Pollution."

.7 The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

- A. Bodily Injury \$1,000,000 each person
\$1,000,000 each occurrence
- B. Property damage \$1,000,000 each occurrence; or,
- C. Bodily Injury and Property damage \$1,000,000 combined single limit

.8 Umbrella/Excess Liability: \$2,000,000 combined single limit each occurrence for bodily injury and/or property damage

.9 Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.

- A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.
- B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

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- C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of \$2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.
 - D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.
 - E. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.
- .10 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.
 - .11 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.
 - .12 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds \$50,000.00.
 - .13 "In Rem" endorsement.

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

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

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

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

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

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

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

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

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

§ 8.6

(Paragraphs deleted)

Indemnification:

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

§ 8.7 Other Provisions:

Contractor shall provide a minimum one (1) year 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
2. AIA Document A201, General Conditions of the Contract for

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(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.

(Paragraphs deleted)

.3	Drawings		
	Number	Title	Date
	Crawford		
	CS100	COVER SHEET	11/13/2023
	EC 100	EXISTING CONDITIONS	11/13/2023
	LD100	DEMOLITION PLAN	11/13/2023
	BM100	BEST MANAGEMENT PRACTICES	11/13/2023
	LS100	SITE PLAN	11/13/2023
	LG100	LANDSCAPE GRADING PLAN	11/13/2023
	LH100	HARDSCAPE PLAN	11/13/2023
	LH500	HARDSCAPE DETAILS	11/13/2023
	LH501	HARDSCAPE DETAILS	11/13/2023
	LH502	HARDSCAPE DETAILS	11/13/2023
	LH503	HARDSCAPE DETAILS	11/13/2023
	LH504	HARDSCAPE DETAILS	11/13/2023
	E100	ELECTRICAL LEGEND AND SPECIFICATIONS	11/13/2023
	E200	EXISTING OVERALL PLAN - ELECTRICAL	11/13/2023
	E201	ENLARGED EXISTING PLAN - ELECTRICAL	11/13/2023
	E300	NEW WORK OVERALL PLAN - ELECTRICAL	11/13/2023
	E301	ENLARGED NEW WORK PLAN - ELECTRICAL	11/13/2023
	E400	ELECTRICAL DETAILS	11/13/2023
	E401	ELECTRICAL DETAILS	11/13/2023
	E402	ELECTRICAL DETAILS	11/13/2023
	Stotts		
	CS100	COVER SHEET	11/13/2023
	EC100	EXISTING CONDITIONS	11/13/2023
	LS010	OVERALL SITE PLAN	11/13/2023
	LD100	DEMOLITION PLAN	11/13/2023
	LS100	SITE PLAN	11/13/2023
	LG100	LANDSCAPE GRADING PLAN	11/13/2023
	LH100	HARDSCAPE PLAN	11/13/2023
	LH500	HARDSCAPE DETAILS	11/13/2023
	LH501	HARDSCAPE DETAILS	11/13/2023
	LH502	HARDSCAPE DETAILS	11/13/2023
	LH503	HARDSCAPE DETAILS	11/13/2023
	E100	ELECTRICAL LEGEND AND SPECIFICATIONS	11/13/2023
	E200	EXISTING OVERALL PLAN - ELECTRICAL	11/13/2023
	E201	ENLARGED EXISTING PLAN - ELECTRICAL	11/13/2023
	E300	NEW WORK OVERALL PLAN - ELECTRICAL	11/13/2023
	E301	ENLARGED NEW WORK PLAN - ELECTRICAL	11/13/2023
	E400	ELECTRICAL DETAILS	11/13/2023
	E401	ELECTRICAL DETAILS	11/13/2023
	E402	ELECTRICAL DETAILS	11/13/2023

.4 Specifications

Section	Title	Date
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.5 Addenda, if any:

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(1915703096)

Number

Addendum No. 1

Addendum No. 2

Date

05/11/2022

05/19/2022

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

.6 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

(Paragraphs deleted)

§ 9.2

(Paragraphs deleted)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ 9.2.1 Other documents, if any, listed below:

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

BIDDING AND CONTRACT REQUIREMENTS

Section 00100	Invitation to Bid
Section 00200	Instructions to Bidders-AIA Document A701-2018
Section 00300	Supplementary Instructions to Bidders
Section 00400	Bid Form
	Accounting of Sales Tax Form C-3A
	Supplier Diversity Subcontracting and Major Supplier Plan
Section 00500	Standard Form of Agreement Between Owner and Contractor
	AIA Document A101
Section 00600	Bonds, Certificates and Affidavits
	Performance Bond
	Labor and Material Payment Bond
	E-Verify Documentation (Sample)
	Application and Certificate for Payment-AIA Document G702and G703
	with DBE Utilization Report
	Certificate of Substantial Completion-AIA Document G704
	Contractor's Affidavit of Payment of Debts and Claims-
	AIA Document G706
	Contractor's Affidavit of Release of Liens-AIA Document G706A
	Consent of Surety to Final Payment-AIA Document G707
	Request for Taxpayer Identification Number and Certification W9 Tax
	Form and City of Mobile Vendor Information Form
Section 00700	General Conditions of the Contract for Construction-
	AIA Document A201

§ 9.2.2 Best Management Practices (BMPs):

The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment

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Control Stormwater Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control. All Waste water with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

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

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

§ 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:
By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

§ 9.2.6 Severability Clause:
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

§ 9.2.7 Non-Agency Clause:
Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Init.

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

City of Mobile

Legal Name of Party to Contract:
Contractor:

OWNER (Signature)

(Rows deleted)

William S. Stimpson, Mayor

(Printed name and title)

CONTRACTOR (By Signature)

Brian Harris, President

Brian Harris President
(Printed name and title)

ATTEST:

City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared
Brian Harris as President of Harris Contracting Services, Inc. and after being
duly sworn, did depose and say that he, as such officer and with full authority, signed the above and
foregoing voluntarily as the act of said corporation on the day the same bears date.
Sworn to and subscribed for me this 22 day of January, 20 24.

[Signature]
NOTARY PUBLIC

My Commission Expires: 4/7/27



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User Notes:

(1915703096)

PERFORMANCE BOND

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

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Harris Contracting Services, Inc., hereinafter called the Principal, and Granite Re, Inc., hereinafter called the Surety, are held and firmly bound unto the City of Mobile, P. O. Box 1827, Mobile, AL 36633, hereinafter called the Owner, in the penal sum of One Million Five Hundred Sixty Thousand Two Hundred and 00/100 Dollars (\$1,516,200.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the day of , 2024 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete Crawford-Murphy Park - New Pickleball and Tennis Courts, 351 South Ann St., Mobile, Alabama 36604 - PR-035-23 and Stotts Park - Pickleball Courts, 2150 Demetropolis Rd. Mobile, AL 36693 - PR-047-23, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

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

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

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this day of , 2024

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

SURETY
Company: Granite Re, Inc.
(Corporate Seal)

By: [Signature]
(Signature)
Name and Title: Brian Harris
President

By: [Signature]
(Signature)
Name and Title: Thomas J. Bole, Attorney-in-Fact

Resident Agent:
(Signature)

Name and Title: Thomas J. Bole
Company Name: Cobbs Allen
Address: 115 Office Park Drive
Birmingham, AL 35223
Phone and Fax: 205-874-1315/205-769-3595

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

Performance Bond

LABOR AND MATERIAL PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Harris Contracting Services, Inc., as Principal, and Granite Re, Inc.

as Surety, are held and firmly bound unto the City of Mobile, P. O. Box 1827, Mobile, AL 36633 (hereinafter called the "Obligee") in the penal sum of ^{One Million Five Hundred and sixteen Thousand Two Hundred and 00/100} and xx/100 (\$ 1,516,200.00) 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 Obligee, dated the ____ day of _____, 2024 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete Crawford-Murphy Park – New Pickleball and Tennis Courts, 351 South Ann St., Mobile, Alabama 36604 – PR-035-23 and Stotts Park – Pickleball Courts, 2150 Demetropolis Rd. Mobile, AL 36693 – PR-047-23 which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED**, however, that this bond is subject to the following conditions and limitations.

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

EXECUTED IN FOUR (4) COUNTERPARTS.

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

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

By: _____
(Signature)

Name and Title: Brian Harris President

SURETY
Company: Granite Re, Inc.
(Corporate Seal)

By: _____
(Signature)

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

Resident Agent: _____
(Signature)

Name and Title: Thomas J. Bole, Attorney-in-Fact
Company Name: Cobbs Allen
Address: 115 Office Park Drive
Birmingham, AL 35223
Phone and Fax: 205-874-1315/205-769-3595

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

Labor and Material Payment Bond

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

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

THOMAS J. BOLE; SHARON E. GRIFFITH; GREGG A. TATUM; GRANTLAND RICE, III its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

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

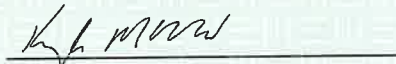
THOMAS J. BOLE; SHARON E. GRIFFITH; GREGG A. TATUM; GRANTLAND RICE, III may lawfully do in the premises by virtue of these presents.

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

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)



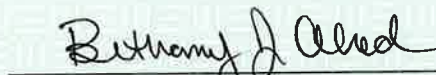

Kenneth D. Whittington, President


Kyle P. McDonald, Assistant Secretary

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

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




Notary Public

GRANITE RE, INC.
Certificate

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

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

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



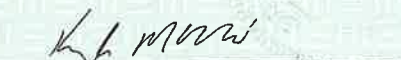
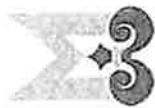

Kyle P. McDonald, Assistant Secretary

EXHIBIT 3



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: Archhique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

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

RFP/RFQ Solicitation Number	
Project Description	
Is your company a DBE company?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Work force demographics	Male <input checked="" type="checkbox"/> Female <input checked="" type="checkbox"/> Minority <input checked="" type="checkbox"/> Non-minority <input checked="" type="checkbox"/> SDVO <input checked="" type="checkbox"/>
Total # of Employees	20

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Brian Harris
Signature: [Signature] Date: 12/01/23
Title: President

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

Name: Brian Harris Title: President
Email: brian@harriscontractingservices.com Phone: 251-377-3132



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

CITY OF MOBILE

Subcontracting and Major Supplier Plan

FORM 1: Background and Plan (Cont'd)

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

Harris Contracting Services Inc

Please Print Company _____ Your Bid/Proposal Amount \$_____

Date: 12/01/23

Date	Description	Amount
12/01/2023	STARRS PICKLE BALL COURT-5	

Harris Contracting Services Inc

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: Harris Contracting Services Inc

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

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

YES (X)	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

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

CONTRACT RECORDS:

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

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

Section 2(B)

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

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

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.
Please indicate additional efforts you have taken to recruit and engage DBEs. _____

EXHIBIT 3



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

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

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

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

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

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

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

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



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


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

Section I. Information about your company **FORM 1: Background and Plan**

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

RFP/RFQ Solicitation Number	PR-035-23
Project Description	
Is your company a DBE company?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Work force demographics	Male <input checked="" type="checkbox"/> Female <input checked="" type="checkbox"/> Minority <input checked="" type="checkbox"/> Non-minority <input checked="" type="checkbox"/> SDVO <input checked="" type="checkbox"/>
Total #of Employees	20

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Brian Harris
Signature:  Date: 12/01/23
Title: President

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

Name: Brian Harris Title: President
Email: brian@harriscontractingservices.com Phone: 251-377-3132



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

CITY OF MOBILE

Subcontracting and Major Supplier Plan

FORM 1: Background and Plan (Cont'd)

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

Please Print Company Harris Contracting Services, Inc. Your Bid/Proposal Amount \$ 847,000.00 Date: 12/01/23

Item	Description	Unit	Quantity	Unit Price	Total Price
121012023	Crawford Murphy new pickle ball courts				

Name of Bidder/Proposer: Harris Contracting Services Inc

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

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	\$\$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
Hcl	251-375-1128	Asphalt	165,000.00	19.5%	Yes	
Superior Masonry	251-452-1252	Grm	12,000.00	1.5%	Yes	
Leblanc Construction LLC	407-680-4411	Concrete	4,000.00	0.9%	Yes	
B&T Fencing	251-322-2075	Fencing	20,000.00	5%	No	
Jubilescap		Landscaping	5,000.00	0.5%	no	
Structure Recreation		Pavilion	95,000.00	11%	Yes	
Hand To Hand Staffing	251-510-1150	Laborers	17,000.00	2%	yes	



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

Form 2: Good Faith Effort Documentation

Name of Bidder: Harris Contracting Services Inc

Contact Person: Brian Harris

Phone 251-377-3132

Email brian@harriscontractingservices.com

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

YES (X)	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

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

CONTRACT RECORDS:

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

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

Section 2(B)

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

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

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.
Please indicate additional efforts you have taken to recruit and engage DBEs. _____



Alabama Secretary of State



Harris Contracting Services, Inc.	
Entity ID Number	000-338-516
Entity Type	Domestic Corporation
Principal Address	132 COURTAULDS SARALAND, AL 36571
Principal Mailing Address	132 COURTAULDS SARALAND, AL 36571
Status	Exists
Place of Formation	Mobile County
Formation Date	06/10/2015
Registered Agent Name	HARRIS, BRIAN
Registered Office Street Address	132 COURTAULDS SARALAND, AL 36571
Registered Office Mailing Address	132 COURTAULDS SARALAND, AL 36571
Nature of Business	CONSTRUCTION/CONTRACTOR-ELECTRICAL & INSTRUMENTATION
Capital Authorized	100 @ \$0.01 PV
Capital Paid In	
Directors	
Director Name	HARRIS, BRIAN
Director Street Address	132 COURTAULDS SARALAND, AL 36571
Director Mailing Address	132 COURTAULDS SARALAND, AL 36571
Incorporators	
Incorporator Name	LEGALZOOM.COM INC
Incorporator Street Address	9900 SPECTRUM DRIVE AUSTIN, TX 78717
Incorporator Mailing Address	100 W BROADWAY SUITE 100 GLENDALE, CA 91210
Annual Reports	
<p>Annual Report information is filed and maintained by the Alabama Department of Revenue.</p> <p>If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.</p>	
Report Year	2016 2017 2018 2019 2020 2021 2022 2023
Transactions	
Transaction Date	06/24/2015
Miscellaneous Filing Entry	New Entity Effective 06-10-2015 13:55
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	06/24/2015 Certificate of Formation 4 pgs.

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



Company ID Number: 896028

Approved by:

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



Company ID Number: 896028

Information Required for the E-Verify Program

Information relating to your Company:

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/24/2024

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

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

PRODUCER Guardian Insurance Agency, LLC P.O. Box 458 Saraland AL 36571	CONTACT NAME: Tracy Granade		
	PHONE (A/C, No, Ext): (251) 675-6501	FAX (A/C, No): (251) 675-6502	
	E-MAIL ADDRESS: guardianinsuranceagency@gmail.com		
INSURED Harris Contracting Services, Inc. 117 Norton Ave. Saraland AL 36571	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Crum & Forster Specialty Insurance		
	INSURER B: Integon National Insurance Company		
	INSURER C: StarStone National Insurance Company		
	INSURER D: The Sheffield Fund / Evanston Insurance Co		
	INSURER E: American Zurich Insurance Company		
		INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> Contractual Liability	x	x	BAS121232	09-20-2023	09-20-2024	MED EXP (Any one person) \$ 5,000
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS	x	x	2006107457-05	02-09-2023	02-09-2024	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR						EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	x	x	79505P231ALI	09-20-2023	09-20-2024	AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	x	600-2024-34095-00	01-01-2024	12-31-2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Builders Risk	x		ER78586354	01/24/2024	01/24/2025	\$80,000

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

Project name: Crawford-Murphy Park- New Pickleball and Tennis Courts Project Number: PR-035-23

City of Mobile is included as an additional insured in respect to general liability, Auto liability, and Umbrella liability. All policies, Except workers compensation, shall primary and non contributory with any other insurance in force or which may be purchased by additional insured, waiver of subrogation applies in favor of City of Mobile with respects to general liability, auto liability, umbrella Liability and Workers Compensation and employers liability. 30 Day notice of cancelation, non renewal or material change shall apply (Except 10 Days for non pay)

CERTIFICATE HOLDER**CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE

<TG>

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/24/2024

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

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

PRODUCER Guardian Insurance Agency, LLC P.O. Box 458 Saraland AL 36571	CONTACT NAME: Tracy Granade PHONE (A/C, No, Ext): (251) 675-6501 E-MAIL ADDRESS: guardianinsuranceagency@gmail.com FAX (A/C, No): (251) 675-6502														
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COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

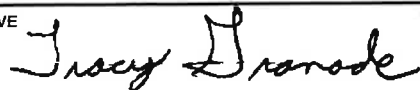
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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> Contractual Liability	x	x	BAS121232	09-20-2023	09-20-2024	MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS	x	x	2006107457-05	02-09-2023	02-09-2024	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR						EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	x	x	79505P231ALI	09-20-2023	09-20-2024	AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
D	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	x	600-2024-34095-00	01-01-2024	12-31-2024	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Builders Risk	x		ER78586358	01/24/2024	01/24/2025	\$80,000

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

Project name: Stotts Park- New Pickleball Courts Project Number: PR-047-23

City of Mobile is included as an additional insured in respect to general liability, Auto liability, and Umbrella liability. All policies, Except workers compensation, shall primary and non contributory with any other insurance in force or which may be purchased by additional insured, waiver of subrogation applies in favor of City of Mobile with respects to general liability, auto liability, umbrella Liability and Workers Compensation and employers liability. 30 Day notice of cancelation, non renewal or material change shall apply (Except 10 Days for non pay)

CERTIFICATE HOLDER City of Mobile Architectural Engineering Department P.O. Box 1827 Mobile, Al. 36633-1827	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  <TG>
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BUILDERS RISK COVERAGE DECLARATIONS

The Declarations, Supplemental Declarations, Common Policy Conditions, Commercial Inland Marine Conditions, Coverage Form(s) And Endorsement(s), if any, issued to and forming a part thereof, complete the Commercial Insurance Policy numbered as follows:

American Zurich Insurance Company
A Stock Company
Administrative Office: 1299 Zurich Way
Schaumburg, IL 60196 Phone: 800-382-2150

THIS IS A COINSURANCE CONTRACT

Please read your policy.

☒ **New Policy** **ER78586354**
☐ **Renewal of**
☐ **Rewrite of**

In return for the payment of the premium, and subject to all terms of this policy, we agree with you to provide the insurance as stated in this policy.

1. Named Insured and Mailing Address:

Harris Contracting Services, Inc & The City of Mobile
 5413 Lott Rd
 Eight Mile, AL 36613

2. Producer Information:

A Name: US ASSURE INSURANCE SERVICES OF FLORIDA, INC.
 P.O. BOX 10197
 JACKSONVILLE, FL 32247-0197
 B Telephone #
 C Fax #
 D Zurich Producer # A0095296
 E Field Office Name
 F Field Office Code

3. Policy Period – From: 01/24/2024 **To:** 01/24/2025
 12:01 a.m. at your mailing address above.

4. Form of Business: ☐ Individual ☐ Partnership ☒ Corporation ☐ Joint Venture ☐ Other

5. Limits of Insurance (*either One-Shot or Reporting Form as indicated below*)

☒ **SUPPLEMENTAL DECLARATIONS**

(If this box is checked, Supplemental Declarations is attached to and forms a part of this policy)

☐ **Reporting Form (continuous policy)**
☐ **Annual Rate** ☐ **Monthly Rate (HBIS – 4)**

A) Any one building or structure	\$
B) All covered property at all locations	\$
C) Rate	Per Report
D) Premium	Per Report
E) Total Taxes and Surcharges	Per Report
(per attached endorsement – N/A in NY)	
F) Total Fully Earned Policy Premium	Per Report

☒ **One-Shot (non-reporting form/single structure policy)**
☐ **1-4 Family Dwelling** ☒ **Commercial Structure**

Property Location

351 South Ann St
 Mobile, AL 36604

New Construction

A) Any one building or structure	\$	0
B) All covered property at all locations	\$	80,000
(same as A unless otherwise noted)		

Remodeling

D) Renovations and improvements	\$	
E) Existing buildings or structures	\$	
F) Rate	\$	0.50
G) Premium	\$	400.00
H) Total Taxes and Surcharges	\$	0.00
(per attached endorsement)		

I) Total Fully Earned Policy Premium	\$	400.00
(minimum premium applicable)		

6. Deductible: ☐ \$500 ☒ \$1,000 ☐ \$2,500 ☐ \$5,000 ☐ Other

7. Forms Applicable To This Coverage Part:

SEE SCHEDULE OF FORMS AND ENDORSEMENTS

Countersigned: _____ Date _____ By: _____ Authorized Representative _____

BUILDERS RISK COVERAGE DECLARATIONS

The Declarations, Supplemental Declarations, Common Policy Conditions, Commercial Inland Marine Conditions, Coverage Form(s) And Endorsement(s), if any, issued to and forming a part thereof, complete the Commercial Insurance Policy numbered as follows:

- ☒ **New Policy** **ER78586358**
☐ **Renewal of**
☐ **Rewrite of**

American Zurich Insurance Company
A Stock Company
Administrative Office: 1299 Zurich Way
Schaumburg, IL 60196 Phone: 800-382-2150

THIS IS A COINSURANCE CONTRACT

Please read your policy.

In return for the payment of the premium, and subject to all terms of this policy, we agree with you to provide the insurance as stated in this policy.

1. Named Insured and Mailing Address:

Harris Contracting Services, Inc & The City of Mobile
5413 Lott Rd
Eight Mile, AL 36613

2. Producer Information:

- A Name: US ASSURE INSURANCE SERVICES OF FLORIDA, INC.
P.O. BOX 10197
JACKSONVILLE, FL 32247-0197
B Telephone #
C Fax #
D Zurich Producer # A0095296
E Field Office Name
F Field Office Code

3. **Policy Period – From:** 01/24/2024 **To:** 01/24/2025
12:01 a.m. at your mailing address above.

4. **Form of Business:** ☐ Individual ☐ Partnership ☒ Corporation ☐ Joint Venture ☐ Other

5. **Limits of Insurance** (*either One-Shot or Reporting Form as indicated below*)

☒ SUPPLEMENTAL DECLARATIONS

(If this box is checked, Supplemental Declarations is attached to and forms a part of this policy)

- ☐ **Reporting Form (continuous policy)**
☐ **Annual Rate** ☐ **Monthly Rate (HBIS – 4)**

- A) Any one building or structure \$
B) All covered property at all locations \$
C) Rate Per Report
D) Premium Per Report
E) Total Taxes and Surcharges Per Report
(per attached endorsement – N/A in NY)
F) **Total Fully Earned Policy Premium** Per Report

- ☒ **One-Shot (non-reporting form/single structure policy)**
☐ **1-4 Family Dwelling** ☒ **Commercial Structure**

Property Location

2150 Demetropolis Rd
Mobile, AL 36693

New Construction

- A) Any one building or structure \$ 0
B) All covered property at all locations \$ 80
(same as A unless otherwise noted)

Remodeling

- D) Renovations and improvements \$
E) Existing buildings or structures \$
F) Rate \$ 0.50
G) Premium \$ 375.00
H) Total Taxes and Surcharges \$ 0.00
(per attached endorsement)

- I) **Total Fully Earned Policy Premium** \$ 375.00
(minimum premium applicable)

6. **Deductible:** ☐ \$500 ☒ \$1,000 ☐ \$2,500 ☐ \$5,000 ☐ Other

7. Forms Applicable To This Coverage Part:

SEE SCHEDULE OF FORMS AND ENDORSEMENTS

Countersigned: _____ Date _____ By: _____ Authorized Representative _____



AGENDA ITEM SUMMARY SHEET

Agenda of:2/20/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to forensic software company for annual renewal of subscription for forensic identification software for MPD Cyber.
General fund.

Amount of Contract:

\$42,000.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20240207 Face Agenda Package POs	Cover Memo	2/7/2024

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	2/8/2024 - 1:06 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

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>4686</u>	2024	(1545) POLICE CYBER DIVISION	ANNUAL RENEWAL OF SUBSCRIPTION FOR FORSENIC IDENTIFICATION SOFTWARE FOR MPD CYBER (EXEMPT AS SOFTWARE)	\$42,000.00	<u>(295490)</u> <u>FORENSIC</u> <u>SOFTWARE</u> <u>COMPANY</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004686-00 FY 2024 Acct No: 1000.30.15.1530.1545.1530.0000.0000.42140. Review: Buyer: 9105fola Status: Approved	Page 1
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Vendor Forensic software company.	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG
--------------------------------------	---

UNITED STATES
Tel#

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/29/24	295490				POLICE CYBER DIVISION

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

*RENEWAL FOR EXISTING SOFTWARE INVOICE #3258. 001 LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes	1.00 EACH	42000.00000	42000.00
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TOTAL LICENSES: RECURRING LICENSE SUBSCRIPTION:ANNUAL CAMERA
SUBSCRIPTION

PLATFORM LICENSE SUBSCRIPTION FOR THE PERIOD OF
 JANUARY 1, 2024 TO DECEMBER 31, 2024

Vendor Item
 Inventory Item/Loc 1723

1 1000.30.15.1530.1545.1530.0000.0000.42140.	42000.00
--	----------

Ship To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

[Requisition Link](#)

Requisition Total	42000.00
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AGENDA ITEM SUMMARY SHEET

Agenda of:2/20/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to The Lamar Companies for billboard advertising for the Art Museum.

General fund.

Amount of Contract:

\$21,126.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20240202 Lamar Agenda Package POs	Cover Memo	2/2/2024

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	2/8/2024 - 1:07 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

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>4755</u>	2024	(0560) MOBILE MUSEUM OF ART	BILLBOARD ADVERTISING FOR ART MUSEUM (BELOW BID REQUIREMENT, SOLE SOURCE)	\$21,126.00	<u>(282590) THE LAMAR COMPANIES</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004755-00 FY 2024 Acct No: 1000.50.23.0560.0560.4000.0000.0000.42010. Review: Buyer: Status: Approved	Page 1
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Vendor
 THE LAMAR COMPANIES
 P O BOX 96030

Ship To
 MUSEUM OF ART
 4850 MUSEUM DRIVE

BATON ROUGE, LA 70896

MOBILE, AL 36608
 MARCY.MCKEE@CITYOFMOBILE.ORG

Delivery Reference
 MARY BETH LURSEN

Deliver To
 MUSEUM OF ART
 4850 MUSEUM DRIVE

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/30/24	282590	02/05/24			MOBILE MUSEUM OF ART

LN Description / Account	Qty	Unit Price	Net Price
001 BILLBOARD ADVERTISING: N/S I-10 W/O DUVAL F/E, 03/04/24-08/18/24, LAMAR CONTRACT #4437583 Vendor Item	6.00 JOB	1976.00000	11856.00

1 1000.50.23.0560.0560.4000.0000.0000.42010. 11856.00

Ship To
 MUSEUM OF ART
 4850 MUSEUM DRIVE
 MOBILE, AL 36608
 Delivery Reference
 MARY BETH LURSEN

Deliver To
 MUSEUM OF ART
 4850 MUSEUM DRIVE
 MOBILE, AL 36608

002 BILLBOARD ADVERTISING: W/S I-65 S/O 1ST HWY 45 F/NE, 03/04/24-08/18/24, LAMAR CONTRACT #4437583 Vendor Item	6.00 JOB	1545.00000	9270.00
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1 1000.50.23.0560.0560.4000.0000.0000.42010. 9270.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004755-00 FY 2024 Acct No: 1000.50.23.0560.0560.4000.0000.0000.42010. Review: Buyer: Status: Approved	Page 2
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Vendor THE LAMAR COMPANIES P O BOX 96030 BATON ROUGE, LA 70896	Ship To MUSEUM OF ART 4850 MUSEUM DRIVE MOBILE, AL 36608 MARCY.MCKEE@CITYOFMOBILE.ORG Delivery Reference MARY BETH LURSEN Deliver To MUSEUM OF ART 4850 MUSEUM DRIVE MOBILE, AL 36608
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/30/24	282590	02/05/24			MOBILE MUSEUM OF ART

LN Description / Account	Qty	Unit Price	Net Price
Ship To MUSEUM OF ART 4850 MUSEUM DRIVE MOBILE, AL 36608 Delivery Reference MARY BETH LURSEN Deliver To MUSEUM OF ART 4850 MUSEUM DRIVE MOBILE, AL 36608			

[Requisition Link](#)

Requisition Total	21126.00
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.50.23.0560.0560.4000.0000.0000.42010.		
MOBILE MUSEUM OF ART EXP	21126.00	615631.74
ADVERTISING		

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

Activity	Date	Clerk	Comment
Approved	01/30/24	LIANNE KENNEY	
Approved	01/30/24	MATTHEW ANDERSON	Auto approved by: 910516420
Approved	01/30/24	JON CARFAGNO	Auto approved by: 910516420
Approved	01/31/24	DONALD ROSE	Auto approved by: 9105paij
Approved	01/31/24	SANDRA LEWIS	Auto approved by: 9105paij
Approved	01/31/24	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	01/31/24	SAMANTHA COOLEY	Auto approved by: 9105paij



AGENDA ITEM SUMMARY SHEET

Agenda of:2/20/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Magnet Forensics USA, Inc, for annual renewal of subscription for electronic forensic software for MPD Cyber.
General fund.

Amount of Contract:

\$54,390.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20240207 Magnet Agenda Package POs	Cover Memo	2/7/2024

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	2/8/2024 - 1:07 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

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>4702</u>	2024	(1545) POLICE CYBER DIVISION	ANNUAL RENEWAL OF SUBSCRIPTION FOR ELECTRONIC FORSENIC SOFTWARE FOR MPD CYBER (EXEMPT AS SOFTWARE)	\$54,390.00	<u>(295509)</u> <u>MAGNET</u> <u>FORENSICS USA,</u> <u>INC</u>

Adopted:

City Clerk

=====	=====
Bill To	Requisition 00004702-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1545.1530.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved
	Page 1
=====	=====

Vendor
MAGNET FORENSICS USA, INC.
2250 CORPORATE PARK DRIVE
SUITE 230

HERNDON, VA 20171
UNITED STATES
Tel#519-342-0195 X 3443

Ship To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602
KEVIN.LEVY@CITYOFMOBILE.ORG

Deliver To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602

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Date Ordered	Vendor Number
01/29/24	295509
Date Required	Ship Via
Terms	Department
	POLICE CYBER DIVISION
-----	-----

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

001	AS PER QUOTE_Q-312251-2 *RENEWAL OF EXISTING SOFTWARE LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes	1.00 EACH	54390.00000	54390.00
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LICENSE-PREMIER
UNLIMITED iOS AND ANDROID
RENEWAL FOR SERIAL NUMBERS: 65a120f2d4811a03 and 74ce5fd9d4911d1a
1 APRIL 2024 TO 31 MARCH 2025
Vendor Item
Inventory Item/Loc 1723

1	1000.30.15.1530.1545.1530.0000.0000.42140.	54390.00
---	--	----------

Ship To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

Deliver To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

[Requisition Link](#)

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004702-00 FY 2024 Acct No: 1000.30.15.1530.1545.1530.0000.0000.42140. Review: Buyer: 9105fola Status: Approved
--	---

Page 2

Vendor
 MAGNET FORENSICS USA, INC.
 2250 CORPORATE PARK DRIVE
 SUITE 230

HERNDON, VA 20171
 UNITED STATES
 Tel#519-342-0195 X 3443

Ship To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602
 KEVIN.LEVY@CITYOFMOBILE.ORG

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/29/24	295509				POLICE CYBER DIVISION

LN Description / Account	Qty	Unit Price	Net Price
			54390.00

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

Account	Amount	Remaining Budget
1000.30.15.1530.1545.1530.0000.0000.42140.		
POLICE CYBER DIVISION EXP	54390.00	11102881.40
MISCELLANEOUS SERVICES		

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

Activity	Date	Clerk	Comment
Approved	02/07/24	DONALD ROSE	Auto approved by: 9105fola
Approved	02/07/24	SANDRA LEWIS	Auto approved by: 9105fola
Approved	02/07/24	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	02/07/24	SAMANTHA COOLEY	Auto approved by: 9105fola
Approved	02/07/24	JOHN PAINE	Auto approved by: 9105fola
Approved	02/07/24	MICHAEL SPAFFORD	Auto approved by: 9105fola
Approved	02/07/24	ANNE FOLEY	

Authorized By: _____ Date: _____
 Signature



AGENDA ITEM SUMMARY SHEET

Agenda of:2/20/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Vermeer Southeast Sales and Service for a wood-chipper for the Parks Department.
Capital equipment.

Amount of Contract:

\$53,504.45

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20240208 Vermeer Agenda Package POs	Cover Memo	2/8/2024

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	2/8/2024 - 1:08 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

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>2095</u>	2024	(F7000) MOTOR POOL	VERMEER BC1000XL 49HP, 12IN DRUM, WOOD CHIPPER FOR PARKS DEPARTMENT (SEALED BID 5865)	\$53,504.45	<u>(223500)</u> <u>VERMEER</u> <u>SOUTHEAST</u> <u>SALES AND</u> <u>SERVICE</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002095-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Approved
--	---

Page 1

Vendor VERMEER SOUTHEAST SALES AND SERVICE INC 6691 MOBILE HIGHWAY PENSACOLA, FL 32526 Tel#407-648-1145 Fax 407-648-1149	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/17/23	223500				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 VERMEER DRUM STYLE CHIPPER	1.00	53504.45000	53504.45

Additional Description Notes

VERMEER BC1000XL 49HP TIER FINAL 12" CAPACITY DRUM STYLE CHIPPER PLUS 3 YEARS PREMIUM COVERAGE W/MAINTENENCE

AS PER CITY OF MOBILE BID #5865 AND YOUR QUOTE DATED 1-22-2024 BY BRAYDEN HUNTER.

1 2000.80.00.0000.0000.0000.0000.47010. E E0022 .CAPEQUIPMT.	53504.45
---	----------

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

53504.45

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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002095-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Approved
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Page 2

Vendor VERMEER SOUTHEAST SALES AND SERVICE INC 6691 MOBILE HIGHWAY PENSACOLA, FL 32526 Tel#407-648-1145 Fax 407-648-1149	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/17/23	223500				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
Account		Amount	Remaining Budget
E E0022 .CAPEQUIPMT.		53504.45	172652.36

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

Account 2000.80.00.0000.0000.0000.0000.47010. CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER \$5000)	Amount Remaining Budget 53504.45
--	---

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

Activity	Date	Clerk	Comment
Approved	11/20/23	KIM CARMODY	Auto approved by: 91055604
Approved	11/20/23	DANIEL OTTO	
Approved	11/20/23	BRENDA RHODES	
Approved	11/20/23	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	11/20/23	RELYA MALLORY	Auto approved by: 910511034
Approved	02/08/24	DONALD ROSE	Auto approved by: 9105paij
Approved	02/08/24	SANDRA LEWIS	Auto approved by: 9105paij
Approved	02/08/24	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	02/08/24	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	02/08/24	JOHN PAINE	
Approved	02/08/24	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
 Signature

BID TABULATION FOR BID 5865
TRAILER MOUNTED DRUM-STYLE CHIPPER

COASTAL MACHINERY	VERMEER	TECHNOLOGY INTERNATIONAL
\$45,061.00	\$53,504.45	\$66,900.00
BANDIT 12 X PC	VERMEER BC1000XL	VERMEER BC1000XL
NOT SPEC	AWARDED	

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/
15. IF a bid bond is required in the published specifications, see below:
Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft or Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.
20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.
21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.
22. City of Mobile applies local vendor preference to all purchases: Code of Alabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.
23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	<p align="center">Page 2 of 2</p> <p>All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/</p> <p>If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.</p> <p>Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.</p> <p>Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).</p> <p>Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.</p> <p>State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.</p> <p><u>CONE OF SILENCE.</u> From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal.</p> <p>If you have any questions, please contact the Purchasing Department at purchasing@cityofmobile.org.</p> <p>TO BE AWARDED ALL OR NONE.</p>					
			TOTAL			

**RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE**

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods
and correct invoice of competed order.

Vermeer BC1000XL Chipper or equal

- Engine: 72.4 hp (gross/maximum)
- 4 cylinder
- Liquid cooled, 5.5 gallon coolant capacity
- Alternator: 95 amps
- Clutchless PTO
- Throttle integrated with the belt drive engagement; PTO can only be engaged while the engine is at low idle/low rpm
- Feed sensing control monitors engine rpm and automatically stops and reverses feed rollers when feeding large, hardwood material
- Unleaded and E10 gasoline
- Torque: 154 lb-ft @ 1600 rpm
- Air Cleaner: 2-stage dry with safety element
- Maximum angle of continuous operation: 30 degree
- Fuel tank: 20 gal.
- Chipping capacity: 12 inch
- Infeed opening height: 12 inch
- Infeed opening width: 17 inch
- Feed table length: 32 inch
- Feed table height: 26 inch
- Distance from feed table to ground: 26 inch
- Feed roller style: horizontal
- Feed speed: 118 fpm
- Disc/drum speed: 2205 rpm
- Drum size: 20 inch
- Drum thickness: .4 inch
- Knives: 2 knives, 6 inch x 4.5 inch x 9 inch
- Knife thickness: .6 inch
- Bedknife: 4 sided, 3.5 inch x 17.3 inch; 4 usable edges
- Bedknife thickness: 1 inch
- Replaceable threaded knife block
- Bottom feed stop bar
- Discharge height: 101 inch
- Degree of rotation: 270 degree; manual rotate with pin lock
- Hydraulic tank: 7 gallon
- Shutdown system: high temp, low pressure
- Frame: .25 inch x 7 inch Z-channel
- Axle/suspension: torsion
- LED trailer type light
- Tires: ST235/80/R16 Load Range E

- Electric brakes
- Axle/suspension: 7000 lb.
- Hitch: pintle
- 1 year/1000 hour warranty; 3 year/6000 hour warranty on drum housing, cutter drum, shaft and hubs
- Vender to state the location where warranty and repair work is done



PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

**Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.**

Be sure to sign your bid!

**Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644**

(Request First Delivery)



AGENDA ITEM SUMMARY SHEET

Agenda of:2/20/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Vulcan, Inc., for 1000 post-mounted street sign holders for Traffic Engineering.
General fund.

Amount of Contract:

\$26,050.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20240202 Vulcan Agenda Package POs	Cover Memo	2/2/2024

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	2/8/2024 - 1:08 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

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>4118</u>	2024	(2060) TRAFFIC ENGINEERING	1000 POST MOUNTED STREET SIGN HOLDERS FOR TRAFFIC ENGINEERING (PRICE QUOTE, BELOW BID REQUIREMENT)	\$26,050.00	<u>(270972)</u> <u>VULCAN, INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004118-00 FY 2024 Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved	Page 1
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Vendor VULCAN INC VULCAN SIGNS P O BOX 1850 FOLEY, AL 36536-1850 Tel#800-633-6845 Fax 251-943-1544	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
01/16/24	1270972				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	AS PER YOUR QUOTE 42170 12" Adjustable flat blade cap for UC Post (1 blade holder and one cap part) Adjustable SNS cap for U-channel post with 12" flat blade holder. See attached quote.	500.00 EACH	27.55000	13775.00
-----	---	----------------	----------	----------

1	1000.40.20.3005.2060.3005.0000.0000.44020.			13775.00
---	--	--	--	----------

Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

002	12" Adjustable flat blade cross (2 blade holder pieces equals 1 cross part). Adjustable SNS cross with 12" flat blade holder. See attached quote.	500.00 EACH	24.55000	12275.00
-----	---	----------------	----------	----------

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004118-00 FY 2024 Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved	Page 2
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Vendor VULCAN INC VULCAN SIGNS P O BOX 1850 FOLEY, AL 36536-1850 Tel#800-633-6845 Fax 251-943-1544	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
01/16/24	270972				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.40.20.3005.2060.3005.0000.0000.44020.			12275.00

Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Requisition Link

Requisition Total 26050.00

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

Account	Amount	Remaining Budget
1000.40.20.3005.2060.3005.0000.0000.44020.	26050.00	804256.22
TRAFFIC ENGINEERING EXP	OPERATING SUPPLIES	

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

Activity	Date	Clerk	Comment
Approved	01/20/24	DONALD ROSE	Auto approved by: 910518227
Approved	01/20/24	SANDRA LEWIS	
Approved	01/20/24	STEVEN KRONINGER	Auto approved by: 910518227
Approved	01/20/24	SAMANTHA COOLEY	Auto approved by: 910518227
Approved	01/20/24	JOHN PAINE	Auto approved by: 910518227
Approved	01/20/24	MICHAEL SPAFFORD	Auto approved by: 910518227

=====	=====
Bill To	Requisition 00004118-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2060.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved
	Page 3
=====	=====

Vendor
VULCAN INC
VULCAN SIGNS
P O BOX 1850

FOLEY, AL 36536-1850

Tel#800-633-6845
Fax 251-943-1544

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	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
01/16/24	270972				TRAFFIC ENGINEERING
-----	-----	-----	-----	-----	-----

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



AGENDA ITEM SUMMARY SHEET

Agenda of:2/20/2024

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson and Councilmember Carroll

Purpose and Scope of Project:

This is an amendment to the original contract in the amount of \$148,914.35 adding \$35,423.61 for additional services.

Amount of Contract:

\$35,423.61 (Additional Amount)

Funding Source

Project # Heroes Plaza - Professional Services PR-022-22

Discretionary Funds

Project String C0607 Heroes Plaza - Professional Services (20002000-42200)

Contract Number:

Budget Amendment **REDUCE** **INCREASE**

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
PR-022-22 Amendment	Cover Memo	1/19/2024
Capital Change Order Request Form	Cover Memo	2/8/2024
resolution	Cover Memo	2/8/2024

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	2/8/2024 - 12:11 PM
Capital	Rhodes, Brenda	Approved	2/8/2024 - 3:35 PM

Legal

Kern, Chris

Approved

2/8/2024 - 3:39
PM

Mayors
Office

Barber, James

Approved

2/8/2024 - 3:42
PM

RESOLUTION- AMENDMENT

2024

Sponsored by:

Mayor William S. Stimpson and Councilmember William Carroll

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

Whereby, the sum of \$35,423.61 will be added to the original contract amount of \$148,914.35. A copy of said contract is on file in the office of the City Clerk.

Name of Company: Volkert, Inc.

Project Name: Heroes Plaza - Professional Services

Project Number: PR-022-22

Amount: \$35,423.61 (Additional Amount)

Adopted:

City Clerk

**AMENDMENT to AGREEMENT BETWEEN CITY OF MOBILE AS OWNER AND THE
VOLKERT, INC AS CONSULTANT FOR STIPULATED SUM**

This Amendment to Agreement is entered into as of the ____ day of _____, 2024,
between the City of Mobile as Owner and Volkert, Inc. as Consultant.

WHEREAS, the City of Mobile ("Owner") and Volkert, Inc. ("Consultant") entered into an Agreement for professional design services at Heroes Plaza, PR-022-22, dated August 8, 2023 (hereinafter referred to as "Agreement");

WHEREAS, the Owner and Consultant wish to amend the Agreement to provide Additional Design Services pursuant to the proposal dated November 17, 2023, attached hereto and as is hereafter more particularly set forth;

NOW, THEREFORE, for and in consideration of the premises, and intending to be legally bound hereby, the parties do hereby agree as follows:

1. Deductive Design Services for Heroes Plaza – Task 2 – Construction Administration Phase for the sum of (\$3,700.76).
2. Additional Design Services for Heroes Plaza – Task 3 – Plan Update Phase for Addition of Alternates for the sum of \$20,426.85.
3. Additional Design Services for Heroes Plaza – Task 4 – Rebid Phase for the sum of \$5,706.70.
4. Additional Design Services for Heroes Plaza – Task 5 – Plan Update Phase for Marquee Modifications for the sum of \$7,020.41.
5. Additional Design Services for Heroes Plaza – Task 6 – Plan Update Phase for VE (Value Engineering) Modifications for the sum of \$5,970.41.
6. In Article 11.1, the original Agreement sum of One Hundred Forty-Eight Nine Hundred Fourteen and 35/100 Dollars (\$148,914.35) shall be increased by the sum of Thirty-Five Thousand Four Hundred Twenty-Three and 61/100 Dollars (\$35,423.61). Therefore, the new Agreement sum shall be One Hundred Eighty-Four Thousand Three Hundred Thirty-Seven and 96/100 Dollars (\$184,337.96).
7. Additional Design Services shall further add an additional Zero (0) days to Section 3.1.1 of the Agreement.
8. Except as modified hereby, all other terms and provisions of the Agreement shall remain unchanged and in full force and effect and are hereby ratified and confirmed by the parties hereto.
9. Owner and Consultant each represent and warrant to the other that it has full authority to enter into and perform this Amendment. The persons signing this Amendment on behalf of Owner

and Consultant respectively represent and warrant that he or she has the full and complete authority to bind Owner and Consultant, as the case may be, to this Amendment.

10. This Amendment may be executed and delivered in two counterparts, including delivery by facsimile and/or electronic transmission, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the undersigned has caused this Amendment to be executed by its officer thereunto duly authorized as of the date first above written.

OWNER: CITY OF MOBILE

By: _____
William S. Stimpson, Mayor

ATTEST: _____
City Clerk

CONSULTANT: VOLKERT, INC.

By: Drew Davis
Drew Davis, Vice Present

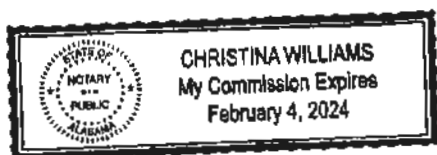
STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public in and for said County in said State, hereby certify that Holly Gibney, whose name as HR Manager of Volkert, Inc., is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 19 day of January, 2024.

Commission Expires:



2

Christina Williams
Notary

November 17, 2023

VIA E-MAIL

Mrs. Cassie Boatwright
 Real Estate Asset Management
 City of Mobile
 205 Government Street
 Mobile, Alabama 36602

Volkert Project No: 1201239
Project Description: Heroes Plaza – Phase 1
Bid and Construction Services

RE: Amendment No. 1 – Plan Update and Rebid Services

Dear Mrs. Boatwright:

Please find the attached Amendment No. 1 – Attachment A (Engineering Fee Proposal). Amendment No. 1 will include engineering services to revise the plans for Heroes Plaza – Phase 1 for the addition of multiple additive alternates, modifications to the marquee, and value engineering modifications. Amendment No. 1 will also include bid procurement services to rebid the project.

Amendment No. 1 will be governed by the terms and conditions described in the Agreement dated August 8, 2023. A summary of professional services and associated cost is provided below:


Project No.	BASIC SERVICES	Original Contract	Amendment No. 1	Total
1201239	Task 1 – Bid Procurement Phase	\$9,182.72	\$0.00	\$9,182.72
	Task 2 – Construction Administration Phase	\$139,731.63	(\$3,700.76)	\$136,030.87
	Task 3 – Plan Update Phase for Addition of Alternates	\$0.00	\$20,426.85	\$20,426.85
	Task 4 – Rebid Phase	\$0.00	\$5,706.70	\$5,706.70
	Task 5 – Plan Update Phase for Marquee Modifications	\$0.00	\$7,020.41	\$7,020.41

Project No.	BASIC SERVICES	Original Contract	Amendment No. 1	Total
	Task 6 – Plan Update Phase for VE Modifications	\$0.00	\$5,970.41	\$5,970.41
Total Basic Services		\$148,914.35	\$35,423.61	\$184,337.96
Project No.	SPECIAL SERVICES	Original Contract	Amendment No. 1 Rebid	Total
TBD	N/A	\$0.00	\$0.00	\$0.00
Total Special Services		\$0.00	\$0.00	\$0.00
TOTAL PROJECT		\$148,914.35	\$35,423.61	\$184,337.96

Amendment No. 1 is provided for review and acceptance. Upon your review and if you concur with the scope of services and cost associated with these services, please sign in the appropriate space provided on page 2 of this letter agreement and return a fully executed copy to Volkert.

Please call if you have any questions.

Sincerely,
VOLKERT, INC.


Jordan Stringfellow, P.E.
Assistant Vice President

JHS/
Attachment

CITY OF MOBILE

Sandy Stimpson, Mayor

Date: _____

VOLKERT, INC.


Hank Eubanks, P.E.
Regional Vice President

Date: 11-17-2023

VOLKERT

ATTACHMENT A

ENGINEERING FEE PROPOSAL

FOR

**AMENDMENT NO. 1
PLAN UPDATE AND REBID SERVICES
TO
HEROES PLAZA PHASE 1
BID & CONSTRUCTION ADMINISTRATION
SERVICES**

FOR



IN

DOWNTOWN MOBILE

PREPARED BY:

VOLKERT

1110 Montlimar Drive, Suite 1050
Mobile, Alabama 36609

Volkert Project No: 1201239
Submission Date: November 17, 2023

PROJECT DESCRIPTION: AMENDMENT NO. 1 – PLAN UPDATE AND REBID SERVICES
HEROES PLAZA PHASE 1 – BID & CONSTRUCTION ADMIN SERVICES

INDEX

<u>DESCRIPTION</u>	<u>SHEET NUMBER</u>
Project Introduction & Scope	3 - 4
Basic Service & Special Services Summary	4 - 6
Excluded Services	6
Summary of Engineering Fee Proposal	7
Basic Service Man-Hour & Cost Estimate	8-19
Special Service Man-Hour & Cost Estimate	N/A

ATTACHMENTS

Sub-Consultant Proposals	ATTACHMENT B
--------------------------------	--------------

PROJECT DESCRIPTION: AMENDMENT NO. 1 – PLAN UPDATE AND REBID SERVICES
HEROES PLAZA PHASE 1 – BID & CONSTRUCTION ADMIN SERVICES

PROJECT INTRODUCTION & SCOPE

AMENDMENT NO. 1: PLAN UPDATE AND REBID SERVICES

Amendment No. 1 includes the following:

- Engineering services to revise the plans for Heroes Plaza – Phase 1 for the addition of multiple additive alternates.
- Bid procurement services to rebid the project.
- Engineering services to revise the Heroes Plaza plans due to modifications to the Marquee.
- Coordination with the Contractor to identify value engineering options and engineering services to update the plans as needed.
- Reduction in Construction Administration Services to combine the weekly site inspection with the bi-weekly OAC meeting.

The Additive Alternates shall be as follows:

- Add Alternate 1 (Keep fountain façade as is)
 - Base bid: leave existing granite cobbles in place on fountain wall. Construct the remaining fountain components per the plans.
 - Alternate: strip granite cobbles off fountain wall and re-build wall according to plans for new concrete slab described on 3/L-5.40. Remove granite cobble from fountain, clean mortar, and reuse as paving per L-2.03 (ALT). Construct new fountain face with cast in place and precast concrete components per the plans (refer to L-5.40 & L-5.41). Remove existing interpretive plaque from wall at top of fountain and relocate on new pre-cast plinth near granite cobble paving as indicated on plans.
- Add Alternate 2 (ADA Ramp)
 - Base Bid: retain portion of existing concrete stairs from north of fountain to building wall beneath arcade. Terminate existing stairs to remain by extending cheek wall along West edge of existing large staircase.
 - Alternate: Demolish existing stairs up to second landing. Construct an ADA ramp underneath the building arcade. Build a new bottom flight of stairs for the existing large staircase, and construct a cheek wall along the West edge of that staircase, and an additional wall separating the staircase from the ADA ramp. Refer to (ALT) sheets.
- Add Alternate 3 (Intersection work)
 - Base Bid: Keep Water/Government Street intersection as-is. Roundabout exit from Hero Plaza site is right out only.

PROJECT DESCRIPTION: AMENDMENT NO. 1 – PLAN UPDATE AND REBID SERVICES
HEROES PLAZA PHASE 1 – BID & CONSTRUCTION ADMIN SERVICES

- Alternate: Perform intersection enhancements indicated in plans. Roundabout exit from Hero Plaza is multi-directional. Will include installation of traffic signal pole, traffic signal heads, and milling, paving, and striping of intersection. Refer to L-2.03 and L-2.03 (ALT) for alternate paved median layout.
- Add Alternate 4 (Electrical Work)
 - Base Bid: Install conduit and junction boxes for electrical wiring and blockouts for light fixtures. Install all fountain mechanical system components (including electrical wiring but excluding fountain light fixtures). Do not install light fixtures. Do not commission lighting integrator. General contractor to coordinate with electrical contractor (under separate contract) to install footings for bollards, poles, and other related components required to complete the electrical work.
 - Alternate: Perform all electrical work as indicated in plans, including installation of all light fixtures and associated components and commissioning of lighting integrator services.
- Add Alternate 5 (Speaker System)
 - Base Bid: Exclude speakers and installation. Provide conduit for speaker wiring, but do not install wiring.
 - Alternate: Furnish and install speakers as described in plans.
- Add Alternate 6 (Camera System)
 - Base Bid: Exclude cameras and installation. Provide conduit for camera wiring, but do not install wiring.
 - Alternate: Furnish and install cameras as described in plans.

Volkert will serve as the prime consultant and will serve as the City's direct point of contact. Volkert will utilize the expertise of Sub-consultant TSW to serve as the Team's Lead for Construction Administration and the primary point of contact with the Contractor. Refer to Attachment B for a more detailed scope of TSW's services.

BASIC SERVICES (Lump Sum)

The scope of Basic Services will include a Plan Update Phase and Rebid Phase. An itemized list of services is anticipated:

Task 3: Plan Update Phase for Addition of Alternates

1. TSW:
 - a. Refer to Attachment B for details.

PROJECT DESCRIPTION: AMENDMENT NO. 1 – PLAN UPDATE AND REBID SERVICES
HEROES PLAZA PHASE 1 – BID & CONSTRUCTION ADMIN SERVICES

2. Volkert:

- a. Revise Plans for the Addition of Additive Alternates
- b. Develop New Plan Sheets for the Addition of Additive Alternates
- c. Update Bid Proposal for the Addition of Additive Alternates
- d. Review Updated Plans & Specifications

Task 4: Rebid Phase

1. TSW:

- a. Refer to Attachment B for details.

2. Volkert:

- a. Coordination of the project advertisement
- b. Preparation of Bid Packets for Distribution
- c. Attend the Pre-Bid Meeting
- d. Address Contractor Questions and Issue Addendums
- e. Assist City with Bid Evaluations

Task 5: Plan Update Phase for Marquee Modifications

1. TSW:

- a. Refer to Attachment B for details.

2. Volkert:

- a. Revise Civil Plan Sheets for the Marquee Modifications

Task 6: Plan Update Phase for Value Engineering Items

1. TSW:

- b. Refer to Attachment B for details.

2. Volkert:

- a. Revise Civil Plan Sheets for the Value Engineering Items

Reduction in Construction Administration Services (Task 2)

Volkert's Construction Administration services were reduced to combine the bi-weekly OAC meetings with the weekly site inspection.

***Refer to Man-hour Estimates for itemized list of anticipated scope for each of the services listed. ***

PROJECT DESCRIPTION: AMENDMENT NO. 1 – PLAN UPDATE AND REBID SERVICES
HEROES PLAZA PHASE 1 – BID & CONSTRUCTION ADMIN SERVICES

SPECIAL SERVICES (Cost Plus with Not to Exceed)

There are no special services included with this proposal.

EXCLUDED SERVICES

Any service not specifically mentioned or described within this document is considered excluded from the scope of services related to this task order. Excluded services will not be performed under this task order but may be added in the form of an amendment or a separate task order.

PROJECT DESCRIPTION: AMENDMENT NO. 1 - PLAN UPDATE AND REBID SERVICES
HERO PLAZA PHASE 1 - BID AND CONSTRUCTION ADMIN SERVICES

AMENDMENT NO. 1 - PLAN UPDATE & REBID SERVICES SUMMARY OF ENGINEERING FEE PROPOSAL HEROES PLAZA - PHASE 1 BID & CONSTRUCTION ADMINISTRATION SERVICES		
BASIC / PROFESSIONAL SERVICES		
TASK NO.	SERVICE DESCRIPTION	TOTAL COST
1	TOTAL BID PROCUREMENT PHASE	\$9,182.72
2	TOTAL CONSTRUCTION ADMINISTRATION PHASE	\$136,030.87
3	TOTAL PLAN UPDATE PHASE FOR ADDITION OF ALTERATES	\$20,426.85
4	TOTAL REBID PHASE	\$5,706.70
5	TOTAL PLAN UPDATE PHASE FOR MARQUEE MODIFICATIONS	\$7,020.41
6	TOTAL PLAN UPDATE PHASE FOR VE MODIFICATIONS	\$5,970.41
TOTAL BASIC SERVICES COST (LUMP SUM)		\$184,337.96
SPECIAL SERVICES		
TASK NO.	SERVICE DESCRIPTION	TOTAL COST
N/A	N/A	\$0.00
TOTAL SPECIAL SERVICES COST (COST PLUS)		\$0.00
TOTAL ENGINEERING COST		\$184,337.96

 MODIFICATIONS TO ORIGINAL CONTRACT

 ADDITIONS TO ORIGINAL CONTRACT

PROJECT DESCRIPTION: AMENDMENT NO. 1 - PLAN UPDATE AND REBID SERVICES
HERO PLAZA PHASE 1 - BID AND CONSTRUCTION ADMIN SERVICES

Task No.	MAN-HOUR BID PROCUREMENT ESTIMATE - VOLKERT					
1	BID PROCUREMENT - VOLKERT	Project Manager	Staff 2 Prof	Staff 1 Prof	Tech	Admin
1.1	Coordinate Project Advertisement		1			
1.2	Prepare Bid Packets for Distribution		1			
1.3	Prepare Notes & Agendas for Pre-Bid Meeting		2			2
1.4	Conduct Pre-Bid Meeting		4			
1.5	Prepare Resume of Pre-Bid Meeting		2			2
1.6	Address Contractor Questions & Issue Addendums		20			2
1.7	Evaluate & Reconcile Bids	1	4			2
TOTAL BID PROCUREMENT MAN-HOURS - VOLKERT		1	34	0	0	8

Task No.	PROPOSED BID PROCUREMENT FEE - VOLKERT				
1	BID PROCUREMENT - VOLKERT	Man-hour	Rate	COST	
Labor Costs					
	Project Manager	1	\$72.55	\$72.55	
	Staff 2 Professional	34	\$59.93	\$2,037.62	
	Staff 1 Professional	0	\$39.94	\$0.00	
	Technician	0	\$40.48	\$0.00	
	Administrative Assistant	8	\$33.25	\$266.00	
TOTAL DIRECT LABOR				\$2,376.17	
	Combined Overhead		143.92%	\$3,419.78	
TOTAL LABOR + OVERHEAD				\$5,795.95	
	Operating Margin		15%	\$869.39	
	FCCM (Direct Labor Only)		0.180%	\$4.28	
SUBTOTAL LABOR COSTS				\$6,669.62	
Out of Pocket Costs					
	Travel Expenses (Mobile office to Downtown Mobile) (10 Miles one-way)	Trips	Miles	Rate	Cost
		1	20	\$0.655	\$13.10
TOTAL OUT OF POCKET					\$13.10
SUBTOTAL BID PROCUREMENT PHASE - VOLKERT				\$6,682.72	

LS

PROJECT DESCRIPTION: AMENDMENT NO. 1 - PLAN UPDATE AND REBID SERVICES
HERO PLAZA PHASE 1 - BID AND CONSTRUCTION ADMIN SERVICES

Task No.	SUB-CONSULTANT (TSW) BID PROCUREMENT PHASE	
1.B	BID PHASE - TSW	COST
1.B1	Bid Phase	\$2,500.00
SUBTOTAL BID PROCUREMENT PHASE - SUBCONSULTANTS		\$2,500.00
Volkert, Inc. (Management Fee, 5% of Total Subconsultant Fee)		\$125.00
TOTAL SUBCONSULTANT BID PHASE SERVICES COST		\$2,625.00
		LS
TOTAL BID PROCUREMENT PHASE		\$9,182.72
		LS

PROJECT DESCRIPTION: AMENDMENT NO. 1 - PLAN UPDATE AND REBID SERVICES
HERO PLAZA PHASE 1 - BID AND CONSTRUCTION ADMIN SERVICES

Task No.	MAN-HOUR CONSTRUCTION ADMINISTRATION ESTIMATE - VOLKERT					
2A	Construction Administration (12 Months / 52 Weeks) (Site Development Only)	Project Manager	Staff 2 Prof	Staff 1 Prof	Tech	Admin
2A.1	Prepare Contract Documents & Issue for Construction Plans	1	4	8		2
2A.2	Prepare Notes & Agendas for Pre- Construction Meeting	2	2			
2A.3	Conduct Pre-Construction Meeting	4	4			
2A.4	Review Shop Drawings / Submittals	4	24			
2A.5	Contractor RFIs	4	40			
2A.6	Attend OAC Meetings (1 per month) (11 Meetings - 2 hours each)		0			
2A.7	Weekly Site Inspection and Attend Bi- Weekly OAC Meetings (44 Inspections - 1.5 hours each)		66			
2A.8	Weekly Site Inspection Reports (44 Reports - 1 hour each)		44			
2A.9	Review Reports / Pay Estimates	4	12			2
2A.10	Attend Final Inspection	4	4			
2A.11	Prepare & Issue Record Drawings	1	2	8		2
2A.12	Coordinate Project Closeout	1	4			4
2A.13	Miscellaneous Meetings / Admin / Questions		8			
TOTAL CONST. ADMIN. MAN-HOURS		25	214	16	0	10

PROJECT DESCRIPTION: AMENDMENT NO. 1 - PLAN UPDATE AND REBID SERVICES
HERO PLAZA PHASE 1 - BID AND CONSTRUCTION ADMIN SERVICES

Task No.	PROPOSED CONSTRUCTION ADMINISTRATION PHASE FEE - VOLKERT				
2A	Construction Administration (12 Months / 52 Weeks) (Site Development Only)	Man-hour	Rate	COST	
Labor Costs					
	Project Manager	25	\$72.55	\$1,813.75	
	Staff 2 Professional	214	\$59.93	\$12,825.02	
	Staff 1 Professional	16	\$39.94	\$639.04	
	Technician	0	\$47.05	\$0.00	
	Administrative Assistant	10	\$33.25	\$332.50	
TOTAL DIRECT LABOR				\$15,610.31	
Combined Overhead			143.92%	\$22,466.36	
TOTAL LABOR + OVERHEAD				\$38,076.67	
Operating Margin			15%	\$5,711.50	
FCCM (Direct Labor Only)			0.180%	\$28.10	
SUBTOTAL LABOR COSTS				\$43,816.27	
Out of Pocket Costs					
	Travel Expenses (Mobile office to Downtown Mobile) (10 Miles one-way)	Trips	Miles	Rate	Cost
		66	20	\$0.655	\$864.60
TOTAL OUT OF POCKET					\$864.60
TOTAL CONST. ADMIN PHASE - VOLKERT COST					\$44,680.87
LS					

Task No.	SUB-CONSULTANT (TSW) CONSTRUCTION ADMINISTRATION PHASE			
2B	CONSTRUCTION ADMINISTRATION - TSW			COST
2B.1	Construction Administration - Plaza			\$87,000.00
SUBTOTAL BID PROCUREMENT PHASE - SUBCONSULTANTS				\$87,000.00
Volkert, Inc. (Management Fee, 5% of Total Subconsultant Fee)				\$4,350.00
TOTAL SUBCONSULTANT BID PHASE SERVICES COST				\$91,350.00
				LS

TOTAL CONSTRUCTION ADMINISTRATION PHASE				\$136,030.87	LS
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PROJECT DESCRIPTION: AMENDMENT NO. 1 - PLAN UPDATE AND REBID SERVICES
HERO PLAZA PHASE 1 - BID AND CONSTRUCTION ADMIN SERVICES

Task No.	AMENDMENT NO. 1 - PLAN UPDATE & REBID SERVICES HEROES PLAZA - PHASE 1 BID & CONSTRUCTION ADMINISTRATION SERVICES MAN-HOUR PLAN UPDATE ESTIMATE - VOLKERT					
3A	PLAN UPDATE PHASE FOR ADDITION OF ALTERNATES - VOLKERT	Project Manager	Staff 2 Prof	Staff 1 Prof	Tech	Admin
3A.1	Revise Plans for the Addition of Additive Alternates		4		8	
3A.2	Develop New Plan Sheets for the Addition of Additive Alternates		2		4	
3A.3	Update Bid Proposal for the Addition of Additive Alternates		4			2
3A.4	Review Updated Plans & Specifications	4				
TOTAL PLAN UPDATE MAN-HOURS - VOLKERT		4	10	0	12	2

Task No.	AMENDMENT NO. 1 - PLAN UPDATE & REBID SERVICES HEROES PLAZA - PHASE 1 BID & CONSTRUCTION ADMINISTRATION SERVICES PROPOSED PLAN UPDATE FEE - VOLKERT				
3A	PLAN UPDATE PHASE FOR ADDITION OF ALTERNATES - VOLKERT	Man-hour	Rate	COST	
Labor Costs					
	Project Manager	4	\$72.55	\$290.20	
	Staff 2 Professional	10	\$59.93	\$599.30	
	Staff 1 Professional	0	\$39.94	\$0.00	
	Technician	12	\$40.48	\$485.76	
	Administrative Assistant	2	\$33.25	\$66.50	
TOTAL DIRECT LABOR				\$1,441.76	
	Combined Overhead		143.92%	\$2,074.98	
TOTAL LABOR + OVERHEAD				\$3,516.74	
	Operating Margin		15%	\$527.51	
	FCCM (Direct Labor Only)		0.180%	\$2.60	
SUBTOTAL LABOR COSTS				\$4,046.85	
Out of Pocket Costs					
	Travel Expenses (Mobile office to Downtown Mobile) (10 Miles one-way)	Trips	Miles	Rate	Cost
		0	20	\$0.655	\$0.00
TOTAL OUT OF POCKET					\$0.00
SUBTOTAL PLAN UPDATE PHASE - VOLKERT				\$4,046.85	

PROJECT DESCRIPTION: AMENDMENT NO. 1 - PLAN UPDATE AND REBID SERVICES
HERO PLAZA PHASE 1 - BID AND CONSTRUCTION ADMIN SERVICES

Task No.	AMENDMENT NO. 1 - PLAN UPDATE & REBID SERVICES HEROES PLAZA - PHASE 1 BID & CONSTRUCTION ADMINISTRATION SERVICES SUB-CONSULTANT (TSW) PLAN UPDATE PHASE	
	3B PLAN UPDATE PHASE FOR ADDITION OF ALTERNATES - TSW	COST
3B.1	Plan Updates for the Addition of Additive Alternates	\$15,600.00
SUBTOTAL PLAN UPDATE PHASE - SUBCONSULTANTS		\$15,600.00
Volkert, Inc. (Management Fee, 5% of Total Subconsultant Fee)		\$780.00
TOTAL SUBCONSULTANT PLAN UPDATE PHASE COST		\$16,380.00
TOTAL PLAN UPDATE PHASE FOR ADDITION OF ALTERNATES		\$20,426.85

PROJECT DESCRIPTION: AMENDMENT NO. 1 - PLAN UPDATE AND REBID SERVICES
HERO PLAZA PHASE 1 - BID AND CONSTRUCTION ADMIN SERVICES

Task No.	AMENDMENT NO. 1 - PLAN UPDATE & REBID SERVICES HEROES PLAZA - PHASE 1 BID & CONSTRUCTION ADMINISTRATION SERVICES MAN-HOUR REBID PHASE ESTIMATE - VOLKERT					
4A	REBID PHASE - VOLKERT	Project Manager	Staff 2 Prof	Staff 1 Prof	Tech	Admin
4A.1	Coordinate Project Advertisement		1			
4A.2	Prepare Bid Packets for Distribution		1			
4A.3	Attend Pre-Bid Meeting		2			
4A.4	Address Contractor Questions & Issue Addendums		4			
4A.5	Assist City with Bid Evaluations		4			
TOTAL REBID PHASE MAN-HOURS - VOLKERT		0	12	0	0	0

Task No.	AMENDMENT NO. 1 - PLAN UPDATE & REBID SERVICES HEROES PLAZA - PHASE 1 BID & CONSTRUCTION ADMINISTRATION SERVICES PROPOSED REBID PHASE FEE - VOLKERT				
4A	REBID PHASE - VOLKERT	Man-hour	Rate	COST	
Labor Costs					
	Project Manager	0	\$72.55	\$0.00	
	Staff 2 Professional	12	\$59.93	\$719.16	
	Staff 1 Professional	0	\$39.94	\$0.00	
	Technician	0	\$40.48	\$0.00	
	Administrative Assistant	0	\$33.25	\$0.00	
TOTAL DIRECT LABOR				\$719.16	
	Combined Overhead		143.92%	\$1,035.02	
TOTAL LABOR + OVERHEAD				\$1,754.18	
	Operating Margin		15%	\$263.13	
	FCCM (Direct Labor Only)		0.180%	\$1.29	
SUBTOTAL LABOR COSTS				\$2,018.60	
Out of Pocket Costs					
	Travel Expenses (Mobile office to Downtown Mobile) (10 Miles one-way)	Trips	Miles	Rate	Cost
		1	20	\$0.655	\$13.10
TOTAL OUT OF POCKET					\$13.10
SUBTOTAL REBID PHASE - VOLKERT					\$2,031.70

LS

PROJECT DESCRIPTION: AMENDMENT NO. 1 - PLAN UPDATE AND REBID SERVICES
HERO PLAZA PHASE 1 - BID AND CONSTRUCTION ADMIN SERVICES

Task No.	AMENDMENT NO. 1 - PLAN UPDATE & REBID SERVICES HEROES PLAZA - PHASE 1 BID & CONSTRUCTION ADMINISTRATION SERVICES SUB-CONSULTANT (TSW) REBID PHASE	
4B	REBID PHASE - TSW	COST
4B.1	Rebid Services	\$3,500.00
	SUBTOTAL REBID PHASE - SUBCONSULTANTS	\$3,500.00
	Volkert, Inc. (Management Fee, 5% of Total Subconsultant Fee)	\$175.00
	TOTAL SUBCONSULTANT REBID PHASE COST	\$3,675.00
		LS
	TOTAL REBID PHASE	\$5,706.70
		LS

PROJECT DESCRIPTION: AMENDMENT NO. 1 - PLAN UPDATE AND REBID SERVICES
HERO PLAZA PHASE 1 - BID AND CONSTRUCTION ADMIN SERVICES

Task No.	AMENDMENT NO. 1 - PLAN UPDATE & REBID SERVICES HEROES PLAZA - PHASE 1 BID & CONSTRUCTION ADMINISTRATION SERVICES MAN-HOUR PLAN UPDATE ESTIMATE - VOLKERT					
5A	PLAN UPDATE PHASE FOR MARQUEE MODIFICATIONS - VOLKERT	Project Manager	Staff 2 Prof	Staff 1 Prof	Tech	Admin
5A.1	Revise Civil Plans due to Modifications to the Marquee		2		8	
TOTAL PLAN UPDATE MAN-HOURS - VOLKERT		0	2	0	8	0

Task No.	AMENDMENT NO. 1 - PLAN UPDATE & REBID SERVICES HEROES PLAZA - PHASE 1 BID & CONSTRUCTION ADMINISTRATION SERVICES PROPOSED PLAN UPDATE FEE - VOLKERT				
5A	PLAN UPDATE PHASE FOR MARQUEE MODIFICATIONS - VOLKERT	Man-hour	Rate	COST	
Labor Costs					
	Project Manager	0	\$72.55	\$0.00	
	Staff 2 Professional	2	\$59.93	\$119.86	
	Staff 1 Professional	0	\$39.94	\$0.00	
	Technician	8	\$40.48	\$323.84	
	Administrative Assistant	0	\$33.25	\$0.00	
TOTAL DIRECT LABOR				\$443.70	
	Combined Overhead		143.92%	\$638.57	
TOTAL LABOR + OVERHEAD				\$1,082.27	
	Operating Margin		15%	\$162.34	
	FCCM (Direct Labor Only)		0.180%	\$0.80	
SUBTOTAL LABOR COSTS				\$1,245.41	
Out of Pocket Costs					
	Travel Expenses (Mobile office to Downtown Mobile) (10 Miles one-way)	Trips	Miles	Rate	Cost
		0	20	\$0.655	\$0.00
TOTAL OUT OF POCKET					\$0.00
SUBTOTAL PLAN UPDATE PHASE - VOLKERT				\$1,245.41	

PROJECT DESCRIPTION: AMENDMENT NO. 1 - PLAN UPDATE AND REBID SERVICES
HERO PLAZA PHASE 1 - BID AND CONSTRUCTION ADMIN SERVICES

Task No.	AMENDMENT NO. 1 - PLAN UPDATE & REBID SERVICES HEROES PLAZA - PHASE 1 BID & CONSTRUCTION ADMINISTRATION SERVICES SUB-CONSULTANT (TSW) PLAN UPDATE PHASE	
5B	PLAN UPDATE PHASE FOR MARQUEE MODIFICATIONS - TSW	COST
5B.1	Plan Updates for Marquee Modifications	\$5,500.00
	SUBTOTAL PLAN UPDATE PHASE - SUBCONSULTANTS	\$5,500.00
	Volkert, Inc. (Management Fee, 5% of Total Subconsultant Fee)	\$275.00
	TOTAL SUBCONSULTANT PLAN UPDATE PHASE COST	\$5,775.00
	LS	
TOTAL PLAN UPDATE PHASE FOR MARQUEE MODIFICATIONS		\$7,020.41
LS		

PROJECT DESCRIPTION: AMENDMENT NO. 1 - PLAN UPDATE AND REBID SERVICES
HERO PLAZA PHASE 1 - BID AND CONSTRUCTION ADMIN SERVICES

Task No.	AMENDMENT NO. 1 - PLAN UPDATE & REBID SERVICES HEROES PLAZA - PHASE 1 BID & CONSTRUCTION ADMINISTRATION SERVICES MAN-HOUR PLAN UPDATE ESTIMATE - VOLKERT					
6A	PLAN UPDATE PHASE FOR VE MODIFICATIONS - VOLKERT	Project Manager	Staff 2 Prof	Staff 1 Prof	Tech	Admin
6A.1	Revise Civil Plans due to VE Modifications		2		8	
TOTAL PLAN UPDATE MAN-HOURS - VOLKERT		0	2	0	8	0

Task No.	AMENDMENT NO. 1 - PLAN UPDATE & REBID SERVICES HEROES PLAZA - PHASE 1 BID & CONSTRUCTION ADMINISTRATION SERVICES PROPOSED PLAN UPDATE FEE - VOLKERT				
6A	PLAN UPDATE PHASE FOR VE MODIFICATIONS - VOLKERT	Man-hour	Rate	COST	
Labor Costs					
	Project Manager	0	\$72.55	\$0.00	
	Staff 2 Professional	2	\$59.93	\$119.86	
	Staff 1 Professional	0	\$39.94	\$0.00	
	Technician	8	\$40.48	\$323.84	
	Administrative Assistant	0	\$33.25	\$0.00	
TOTAL DIRECT LABOR				\$443.70	
	Combined Overhead		143.92%	\$638.57	
TOTAL LABOR + OVERHEAD				\$1,082.27	
	Operating Margin		15%	\$162.34	
	FCCM (Direct Labor Only)		0.180%	\$0.80	
SUBTOTAL LABOR COSTS				\$1,245.41	
Out of Pocket Costs					
	Travel Expenses (Mobile office to Downtown Mobile) (10 Miles one-way)	Trips	Miles	Rate	Cost
		0	20	\$0.655	\$0.00
TOTAL OUT OF POCKET					\$0.00
SUBTOTAL PLAN UPDATE PHASE - VOLKERT					\$1,245.41

PROJECT DESCRIPTION: AMENDMENT NO. 1 - PLAN UPDATE AND REBID SERVICES
HERO PLAZA PHASE 1 - BID AND CONSTRUCTION ADMIN SERVICES

Task No.	AMENDMENT NO. 1 - PLAN UPDATE & REBID SERVICES HEROES PLAZA - PHASE 1 BID & CONSTRUCTION ADMINISTRATION SERVICES SUB-CONSULTANT (TSW) PLAN UPDATE PHASE	
6B	PLAN UPDATE PHASE FOR VE MODIFICATIONS - TSW	COST
6B.1	Plan Updates for VE Modifications	\$4,500.00
	SUBTOTAL PLAN UPDATE PHASE - SUBCONSULTANTS	\$4,500.00
	Volkert, Inc. (Management Fee, 5% of Total Subconsultant Fee)	\$225.00
	TOTAL SUBCONSULTANT PLAN UPDATE PHASE COST	\$4,725.00
	LS	
TOTAL PLAN UPDATE PHASE FOR VE MODIFICATIONS		\$5,970.41
LS		

ATTACHMENT B

SUBCONSULTANT PROPOSALS

FOR

**AMENDMENT NO. 1
PLAN UPDATE AND REBID SERVICES
TO
HEROES PLAZA PHASE 1
BID & CONSTRUCTION ADMINISTRATION
SERVICES**

FOR



IN

DOWNTOWN MOBILE

Volkert Project No: 1201239

Submission Date: November 17, 2023



CONTRACT AMENDMENT

Hero Plaza Construction Documents Amendment 1

This AMENDMENT (the 'Amendment') is dated and in effect as of October 25, 2023

This amendment (the "Amendment") is made by:

Between:

Owner/Company: Volkert

Address: 1110 Montlamar Dr., Suite 1050, Mobile, AL 36609

Hereafter referred to as "Owner", and

TSW

1447 Peachtree Street, Suite 850

Atlanta, GA 30309

Hereafter referred to as "Consultant".

Parties to the agreement for:

Hero Plaza Bidding Assistance + Construction Administration (the "PROJECT")

Dated May 4, 2023, and authorized May 4, 2023 (the "AGREEMENT").

The Agreement is amended as follows:

1. Add Task for design revisions for rebidding the project with alternates including Landscape Architecture and Structural Engineering:

A. Base bid:

Drawing changes: modify drawings north stairs to keep their original configuration (no ADA ramp, no shortening of the stairs,) including associated demolition sheets, layout sheets, grading sheets, landscape sheets, changes to associated detail sheets total of 4 sheets changes.

B. Alternate 2.

ADA ramp alternate exhibit, add demolition and shoring to retain portion of stairs that are not under the building, add retaining wall between existing stairs and ADA ramp. (change to currently proposed design, no change to existing north stair layout adjacent). This will require the addition of 1 sheet and modification of a few associated sheets as well as a structural review.

C. Alternate 3.

Existing Fountain facade to remain. 1 alternate sheet update and description. Remove pavers in park entrance area.

D. All alternates: Specification updates to add alternates.

2. Add task for rebidding and negotiation with the contractor to identify opportunities for cost savings.

3. Add Task for design revisions for amending the bid documents with revisions to the landscape and hardscape design to minimize conflicts with the proposed marquee sign footer. The amended scope of work includes the following new tasks:

- Update CAD base: show sign footers, change footprint of modular seat wall, shift lighted ballard off of sign footer, modify driveway alignment and curb location to avoid conflict with sign footer.
- Coordinate new layout with civil and structural
- Coordinate updated wall light location with civil (electrical)
- Coordinate new bollard location with civil (electrical)
- Coordinate updated landscape drainage with civil (MEP)
- Update Demolition Plan L-1.01 with existing sign footers and removal of adjacent hardscape.
- Update Layout Plan L-2.01
- Update Jointing Plan L-2.11
- Update Wall Plan L-2.21
- Update Grading Plan L-3.01
- Update Light Fixture Plan L-4.01
- Update Supplementary Drainage Plan L-4.11
- Update Modular Bench detail 1/L-5.50
- Update Landscape Plan LP-1.01
- Update Overall Landscape Schedule LP-1.10
- Update Alternate Overall Landscape Schedule LP-1.10A
- Export drawing set, integrate new subconsultant drawings, and issue Addendum

4. Add Task for design revisions for amending the bid documents with revisions to the hardscape design based on VE negotiations with the contractor.

- The specific VE items that are most likely to result in feasible cost savings include utilizing CIP concrete seat walls instead of the precast modular benches and swapping out the custom wooden

seat inserts with a product. Final scope of design revisions is TBD based on completed VE negotiations.

Amendment I Fees

Task 1 – Plan Update for Addition of Alternates	\$15,600 Lump Sum
Task 2 – Rebid Services	\$3,500 Lump Sum
Task 3 – Plan Update for Marquee Modifications	\$5,500 Lump Sum
Task 4 – Plan Update for VE Modifications	\$4,500 Lump Sum
Total Amendment I Fees:	\$29,100 Lump Sum

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

The undersigned agrees to the terms of this agreement on behalf of his or her organization or business.

On behalf of the Owner: _____ Date: _____
Signature

Name: _____ Title: _____

On behalf of Consultant:  _____ Date: 10.25.2023
Signature

Name: Bryan Bays Title: Principal, TSW



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **FRANK F. MILLSAPS** of **MOBILE, Alabama**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By: _____


Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

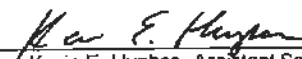
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each 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 remains in full force and effect.

Dated this **14** day of **December**, 2023




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

RESOLUTION**2023**

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, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company: VOLKERT, INC.

Project Name: HEROES PLAZA –
PROFESSIONAL SERVICES (CONSULTANT)

Project Number: PR-022-22

Amount: \$148,914.35

Adopted: AUG - 8 2023



City Clerk

**CITY OF MOBILE
AGREEMENT BETWEEN OWNER AND CONSULTANT
FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")**



This Agreement made and entered into this August 8, 2023.

BETWEEN the Owner: CITY OF MOBILE
205 Government Street
P. O. Box 1827
Mobile, Alabama 36633

And the Consultant: Volkert, Inc.
1110 Montlimar Drive, Suite 1050
Mobile, Alabama 36609

City of Mobile Business License No.: 490600

Secretary of State Registration No.: 000-142-289

For the following Project: Heroes Plaza
1 South Water Street
Mobile, Alabama 36602

Project Number: PR-022-22

The Owner and Consultant agree as set forth below:

1.1 CONSULTANT'S SERVICE

1.1.1 The Consultant's services consist of those described herewith and as outlined in the Consultant's Proposal for a sum not to exceed ONE HUNDRED FORTY-EIGHT THOUSAND NINE HUNDRED FOURTEEN AND 35/100 DOLLARS (\$148,914.35).

1.1.2 The Consultant's services shall be as stated in the attached Fee Proposal dated May 5, 2023 respectively.

1.1.3 The Consultant shall provide professional services as set forth in this Agreement. The Consultant represents that it is properly licensed in the jurisdiction where the project is located to provide services required by this Agreement or shall cause such services to be performed by appropriately licensed professionals. As a licensed professional the Consultant shall affix to all appropriate documents his or her "Professional Seal".

1.1.4 If Additional Services are required due to circumstances beyond the Consultant's control, the Consultant shall give written notice to the Owner and obtain written authorization from the Owner before commencing such Services. The Consultant's notice shall include a description of the circumstances justifying the "Additional Services" and a proposal to provide the Services.

2.1 OWNER/CONSULTANT REPRESENTATIVES

- 2.1.1 The Owner Representative, authorized to act on the Owner's behalf with respect to the Project, is the Director of Real Estate Asset Management or the Director's designated representative. The Owner's liaison with the Consultant is the Owner Representative.

2.1.2 CONSULTANT IN CHARGE

Firm Name: Volkert, Inc.
Address: 1110 Montlimar Drive, Suite 1050
Phone Number: (251) 342-1070
Email address: Jordan.stringfellow@volkert.com
Name: Jordan Stringfellow, P.E.

3.1 GENERAL REQUIREMENTS

- 3.1.1 The Consultant will perform assigned Bid and Construction Administration Services as prescribed in May 5, 2023 proposal.

- 3.1.2 The Owner and the Consultant, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, in respect of all covenants of this Agreement. Consultant shall not assign, sublet or transfer his or its interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the Owner's sole discretion.

- 3.1.3 This Agreement represents the entire and integrated agreement between the Owner and Consultant and supersedes all prior negotiations, representations or any standards as a part of the Agreement either written or oral. The Owner and Consultant may amend this Agreement only by written instrument signed by both parties.

3.1.4 INDEMNIFICATION

The Consultant shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a sub-consultant or supplier that is committed by Consultant or the Consultant's agent, Consultant under contract, or other entity for which Consultant is legally liable. Consultant shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by Consultant or its agents covered by Consultant's policy of professional liability insurance in accord with named minimum requirements as set forth in Section 4.1 herein. The parties acknowledge and agree that this contract requires Consultant to procure and maintain professional liability insurance that satisfies the named requirements set forth in Section 4.1 herein. Consultant shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to Consultant's liability, or in proportion to the extent Consultant participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require Consultant to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

3.1.5 STANDARD OF PERFORMANCE

Consultant shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar

circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

- 3.1.6 Filing fees, permit fees, and review fees, as may be required by City of Mobile departments, are hereby waived.
- 3.1.7 The Consultant shall maintain insurance in accordance with Section 4.1, Insurance. If the Certificate of Insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence Consultant's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement.
- 3.1.8 Payments will be made to the Consultant in accordance with the attached Consultant's Proposal dated May 5, 2023.

4.1 INSURANCE

For the term of this Agreement, Consultant shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall be endorsed to name the City of Mobile as an additional insured***, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

A. Workers' Compensation/Employer's Liability

Regardless of any "minimum requirements" of the State of Alabama, Consultant shall obtain Workers' Compensation insurance covering all workers involved in the Project and Employer's Liability insurance. Where applicable, U.S. Longshore and Harbor workers Compensation Act Endorsement and/or Maritime Coverage Endorsement shall be attached to the policy.

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

B. Commercial General Liability Insurance

Consultant shall also obtain Commercial General Liability coverage (occurrence form) including coverage for products/completed operations, independent Consultants, and blanket contractual liability, specifically covering the obligations assumed by Consultant with the following minimums:

- 1. \$1,000,000 Each Occurrence (combined single limit for bodily injury and property damage)
- 2. \$2,000,000 Products/Completed Operations aggregate
- 3. \$1,000,000 Personal and Advertising Injury per person/organization
- 4. \$2,000,000 General Aggregate Limit per Project

C. Automobile Liability Insurance

Consultant shall also obtain a minimum of \$1,000,000 combined single limit coverage per accident, including owned, hired and non-owned automobiles. *(If Consultant does not own an automobile, but one is used in the execution of the contract, then only "hired and non-owned coverage" is required. If a vehicle is not used in the execution of the contract, then automobile coverage is not required.)*

D. Commercial Umbrella Liability Insurance

Consultant shall also obtain Umbrella Liability over and above the limits of liability required in the Employers Liability, General Liability, Automobile Liability, and Professional Error and Omissions *(if required)* policies. The Umbrella coverage form will be at least as broad as the underlying policies. The Additional Insureds requirements of underlying policies shall also be met by the Umbrella. Umbrella limits shall be at least \$2,000,000 per line of coverage.

E. Certificates of Insurance

The standard ACORD format shall be provided. The policy endorsements listed in this section are required and must be listed in the "Description of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the Certificate of Insurance *(ACORD 101, Additional Remarks Schedule)*.

Consultant and/or any Subconsultants shall provide City of Mobile with valid certificates of insurance (standard ACORD format) within ten (10) days from the date of issuance of contract forms for execution verifying said insurance requirements have been met. Attached to each certificate of insurance, shall be a copy of the Additional Insured Endorsement that is part of the Consultant/Subconsultant's Commercial General Liability Policy. Policies must be issued by companies with an A.M. Best rating of A-VII or better. All deductibles or Self-Insured Retentions for each policy shall not exceed \$5,000 unless otherwise indicated by City of Mobile. The Description section of the Certificate shall contain reference to the Project name. The Consultant shall ensure that each Subconsultant complies with the terms of this Section.

F. Additional Insureds

These liability policies shall endorse City of Mobile as an Additional Insured. Coverage for City of Mobile and their officers, directors, and employees as additional insureds shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Insurance Service Office (ISO) Additional Insured endorsement from CG2010 1185 Form B, or CG2010 1001 in conjunction with CG2037 1001, or an equivalent form that provides Additional Insured status for Products and Completed Operations. Forms that are limited to "liability arising out of your ongoing operations" or that do not extend to Products and Completed Operations are not acceptable. Should a separate excess and/or umbrella liability policy be used to satisfy the above required limits, said policy will also be endorsed to include the Consultant, Owner et al. as an additional insured. Additionally, Consultant agrees to continue to procure and maintain liability insurance coverage meeting these requirements for the statutory limitation of claims (or statute of repose, if applicable) after the Project completion.

The policies shall be endorsed to stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance or self-insurance maintained by City of Mobile shall be excess only and shall not be called upon to contribute

with this insurance. A copy of each endorsement shall be attached to the Certificate of Insurance. The Certificate shall indicate the Certificate Holder as:

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

H. Insurance Requirement for Subconsultants

Consultant shall ensure that its Subconsultants of any tier shall procure and maintain insurance that complies with the requirements set forth in this Agreement, including the additional insured, primary and non-contributory and waiver of subrogation requirements. Copies of the certificate(s) must be provided prior to the Subconsultants entering the site.

I. Cancellation

Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be modified, canceled, changed, allowed to lapse, or expire for any reason without at least thirty (30) days written notice to City of Mobile. Not less than two (2) weeks prior to the expiration, cancellation, or termination of any such policy, the Consultant/Subconsultant shall supply City of Mobile with a new and replacement certificate of insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of City of Mobile and City of Mobile's parties as set forth above.

J. Waiver of Subrogation

Consultant shall waive its right to subrogation on each of the policies herein. If any of the policies do not permit the insured to enter into a pre-loss waiver, or voids coverage because of same, then this Waiver of Subrogation requirement shall not apply and Consultant shall obtain a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

Insurance required by this Agreement shall be as broad as necessary to support the indemnification requirement in said contract or as broad as the indemnitor's insurance coverage, whichever is broader.

K. Professional Errors and Omissions

If "Professional" services are rendered in this service contract, then minimum coverage limits of \$1,000,000 each claim and Policy Aggregate, an Extended Discovery period to apply for at least two (2) years after Consultant's work is accepted by City of Mobile.

"Claims-made" policies shall carry a retroactive date prior to the effective date of this project. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form, or any other circumstance that triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this project, then Consultant shall purchase a SERP with a minimum reporting period of not less than two (2) years. The requirement to purchase a SERP shall not relieve the Consultant of the obligation to provide replacement coverage.

5.1 CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the Consultant's Proposal as accepted by the City, and other documents listed in the Agreement, all of which form the Contract and are fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

1. This Instrument (Agreement);
2. Consultant Proposal, Attachment "A" dated May 5, 2023;
3. Subconsultant Proposal, Attachment "B", dated May 5, 2023;
4. Certificate of Insurance with Endorsements;
5. State of Alabama Business Entity Record;
6. E-Verify Enrollment Documentation

5.2 TERMINATION OF CONTRACT

The Owner or Consultant may terminate the contract upon thirty (30) days written notice. Notice from the Owner shall be mailed to the address provided by the Consultant on this form. Notice to the City shall be addressed to the Architectural Engineering Department, 205 Government Street, 5th Floor South Tower, Mobile, Alabama 36633. The City shall not be liable for payment to the Consultant for lost profit or damages as the result of its termination of the contract.

6.1 DISPUTE RESOLUTION

- A. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to the Agreement or breach thereof shall be subject to legal proceedings unless the parties mutually agree otherwise.
- B. This Agreement shall be governed by the Laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

7.1 NON-DISCRIMINATION

- A. Consultant shall comply with all Federal, State, and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.
- B. Consultants shall abide by provisions of Mobile Ordinances No. 02-050 which prohibits discrimination in employment by Consultants and Sub-Consultants performing work for the City of Mobile.

8.1 IMMIGRATION LAWS

By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or

continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

9.1 NON-ASSIGNMENT

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

10.1 FORCE MAJEURE

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

11.1 PUBLIC CONTRACTS WITH ENTITIES IN CERTAIN BOYCOTT ACTIVITIES

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

12.1 SEVERABILITY CLAUSE

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to 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.

13.1 NON-AGENCY CLAUSE

Consultant, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Consultant in every respect and shall take all steps at its own expense, as City may from time-to-time request, to indicate that it is an independent Consultant. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Consultant shall be wholly responsible, therefore.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

DESCRIPTIONS (Continued from Page 1)

and Employer's Liability. 30 Day Notice of Cancellation non-renewal or material change shall apply (except 10 days for non-payment).

Client#: 238001

VOLKING

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/22/2023

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Ins. Center 3780 Mansell Rd. Suite 370 Alpharetta, GA 30022	CONTACT NAME: Sharon Brubaker PHONE (A/C, No, Ext): 770.756.6599 FAX (A/C, No): E-MAIL ADDRESS: greylingcerts@greyling.com														
INSURED Volkert, Inc. 11 N. Water Street, Suite 18290 Mobile, AL 36602	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: National Union Fire Ins Co.</td> <td>19445</td> </tr> <tr> <td>INSURER B: Everest National Insurance Company</td> <td>10120</td> </tr> <tr> <td>INSURER C: Evanston Insurance Company</td> <td>35378</td> </tr> <tr> <td>INSURER D: New Hampshire Insurance Company</td> <td>23841</td> </tr> <tr> <td>INSURER E: Allied World Surplus Lines Insurance Co</td> <td>24319</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Union Fire Ins Co.	19445	INSURER B: Everest National Insurance Company	10120	INSURER C: Evanston Insurance Company	35378	INSURER D: New Hampshire Insurance Company	23841	INSURER E: Allied World Surplus Lines Insurance Co	24319	INSURER F:	
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INSURER E: Allied World Surplus Lines Insurance Co	24319														
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 23-24

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	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	9894987	04/01/2023	04/01/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	2970073	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS \$10,000	X	X	XC3CU00031231	04/01/2023	04/01/2024	EACH OCCURRENCE \$10,000,000
C				MKL2EUE101592	04/01/2023	04/01/2024	AGGREGATE \$10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	80878262	04/01/2023	04/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
E	Professional Liab incl Poll. Liab.			03129811	07/28/2022	07/28/2023	Per Claim \$2,000,000 Aggregate \$2,000,000

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

Project: Heroes Plaza Phase 1. Volkert project# 1200924.000.

City of Mobile is included as an Additional Insured in respect to General Liability and Umbrella Liability.

All policies except workers compensation, shall be Primary and Non-contributory with any other insurance

force or which may be purchased by Additional insured. Waiver of Subrogation applies in favor of City of

Mobile with respect to General Liability, Automobile Liability, Umbrella Liability and Workers Compensation

(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

City of Mobile
 205 Government St
 Mobile, AL 36633-0000

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

D.H. Gilling

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Company ID Number: 105558

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

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

Employer Volkert & Associates, Inc.

Holly Gibney

Name (Please type or print)

Electronically Signed

Signature

HR Mgr

Title

03/07/2008

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please type or print)

Electronically Signed

Signature

Title

03/07/2008

Date

**INFORMATION REQUIRED
FOR THE E-VERIFY PROGRAM**

Information relating to your Company:

Company Name: Volkert & Associates, Inc.

Company Facility Address: 3809 Moffett Rd
Mobile, AL 36618

Company Alternate Address: P.O. Box 7434
Mobile, AL 36670

County or Parish: MOBILE

Employer Identification Number: 630247014

North American Industry
Classification Systems Code: 541

Parent Company: Volkert & Associates, Inc.

Number of Employees: 500 to
999 Number of Sites Verified for: 24

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State.

• MISSOURI	1 site(s)
• ALABAMA	6 site(s)
• FLORIDA	6 site(s)
• VIRGINIA	1 site(s)
• GEORGIA	2 site(s)
• ILLINOIS	1 site(s)
• TENNESSEE	2 site(s)
• NORTH CAROLINA	1 site(s)
• MISSISSIPPI	2 site(s)
• LOUISIANA	2 site(s)

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

Name: Holly W Gibney

[Browse Results](#)

[New Search](#)

Volkert, Inc.	
Transaction Date	10/18/2010
Legal Name Merged	Volkert Construction Services, Inc.
Transaction Date	10/18/2010
Miscellaneous Filing Entry	MRGRS FILED THIS DATE EFFECTIVE OCTOBER 31, 2010 @11:59 PM
Transaction Date	07/15/2011
Agent Mailing Address Changed From	* Added
Transaction Date	07/15/2011
Registered Agent Changed From	HANCKEN, MARGARET C 3809 MOFFETT ROAD MOBILE, AL 36618
Transaction Date	12/10/2014
Legal Name Merged	ALLIED ENGINEERING & TESTING, INC. * Not On File Into Domestic
Transaction Date	12/10/2014
Miscellaneous Filing Entry	Merger Effective 12-31-2014 23:59
Transaction Date	04/28/2017
Registered Agent Changed From	CSC LAWYERS INCORPORATING SERVICE 150 SOUTH PERRY ST MONTGOMERY, AL 36104
Transaction Date	01/05/2018
Nature Of Business Changed From	GENERAL ENGINEERING & CONTRACTING
Transaction Date	01/05/2018
Principal Office Changed From	MOBILE, AL
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	07/31/1989 Merger 15 pgs.
Document Date / Type / Pages	12/31/1996 Merger 25 pgs.
Document Date / Type / Pages	11/24/1997 Merger 13 pgs.
Document Date / Type / Pages	12/22/1998 Merger 26 pgs.
Document Date / Type / Pages	12/01/1999 Legal Name Change 4 pgs.
Document Date / Type / Pages	06/30/2006 Registered Agent Change 1 pg.
Document Date / Type / Pages	08/17/2009 Legal Name Change 4 pgs.
Document Date / Type / Pages	10/18/2010 Merger 24 pgs.
Document Date / Type / Pages	07/15/2011 Registered Agent Change 2 pgs.
Document Date / Type / Pages	12/10/2014 Merger 8 pgs.
Document Date / Type / Pages	04/28/2017 Registered Agent Change 1 pg.
Document Date / Type / Pages	01/16/2018 Articles of Amendment 4 pgs.

Volkert, Inc.	
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
Transactions	
Transaction Date	03/01/1950
Legal Name Changed From	J. P. Ewin, Inc.
Transaction Date	06/28/1963
Legal Name Changed From	Ewin Engineering Corporation
Transaction Date	07/31/1989
Legal Name Merged	DAVID VOLKERT & ASSOCIATES, INC Non-Qualified Foreign Into Domestic
Transaction Date	12/31/1996
Legal Name Merged	Volkert & Associates, Inc.
Transaction Date	12/31/1996
Legal Name Merged	DAVID VOLKERT & ASSOCIATES, INC. (LA-NQ) Non-Qualified Foreign Into Domestic
Transaction Date	11/24/1997
Legal Name Merged	Watt, Estes, Volkert & Associates, Inc.
Transaction Date	12/22/1998
Legal Name Merged	DAVID VOLKERT & ASSOCIATES INC (MD) Non-Qualified Foreign Into Domestic
Transaction Date	12/22/1998
Legal Name Merged	DAVID VOLKERT & ASSOCIATES INC (FL) Non-Qualified Foreign Into Domestic
Transaction Date	12/22/1998
Miscellaneous Filing Entry	MRG FILED THIS DATE EFFECTIVE 12-31-98
Transaction Date	12/22/1998
Miscellaneous Filing Entry	2ND MRG FILED THIS DATE EFFECTIVE 12-31-98
Transaction Date	12/01/1999
Legal Name Changed From	David Volkert & Associates, Inc.
Transaction Date	06/30/2006
Registered Agent Changed From	* Added
Transaction Date	08/17/2009
Legal Name Changed From	Volkert & Associates, Inc.
Transaction Date	10/18/2010
Legal Name Merged	Volkert Management Services, Inc.
Transaction Date	10/18/2010
Legal Name Merged	Volkert Environmental Group, Inc.



Alabama Secretary of State



Volkert, Inc.	
Entity ID Number	000 - 019 - 440
Entity Type	Domestic Corporation
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	03/15/1946
Registered Agent Name	CORPORATION SERVICE COMPANY INC
Registered Office Street Address	641 SOUTH LAWRENCE STREET MONTGOMERY, AL 36104
Registered Office Mailing Address	641 SOUTH LAWRENCE STREET MONTGOMERY, AL 36104
Nature of Business	CONSULTING,PROJECT MANAGEMENT,PROGRAM MANAGEMENT,CONSTRUCTION
Capital Authorized	\$500,000
Capital Paid In	\$125,000
Incorporators	
Incorporator Name	EWIN, J P
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	MCPHILLIPS, JAMES
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	DUKES, GILBERT F
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	VICKERS, MARION F
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov . The Secretary of State's Office cannot answer questions about or make changes to these reports.	

Authorization

If you are in agreement with this proposal, please sign this document, keep the original for your records and send a signed copy to bboys@tsw-design.com. Work will begin upon receipt of the signed proposal.

Sincerely,



Bryan Boys, Principal

TSW

1477 Peachtree St NE
Suite 850
Atlanta, GA 30319

Accepted by:

Signature

Print Name, Title

Company/Organization/Entity

Date

Billing Contact Information:

Name

Email

Phone

Company/Organization, Entity

Address

- Meetings: attendance of onsite meetings beyond 6 will require additional services.
 - Bidding assistance includes a single bid period and review of up to 45 days. Rebids will require additional services.
 - Drawing revisions resulting from value engineering during bidding and CA are not Included in this proposal and will be considered additional services.
1. Time Limit: This Agreement must be executed by both TSW and the Client within six months of the date of this Agreement for the fees quoted within it to be valid.
 2. Amendments: Upon request, TSW will provide proposals for additional compensation including providing or coordinating services of consultants not identified in the Project scope; revisions due to changes in the scope, quality, or budget.
 3. Billing and Payment Policies: Signing this Letter of Agreement signifies that the Client's intent to contract TSW for professional services. In contracting with TSW, the Client warrants that funds are available to compensate TSW for the total amount of fees agreed to, and that these funds are neither encumbered nor contingent upon subsequent approvals, permits, or financing commitments by lending institutions or other parties.
 4. TSW will submit monthly invoices to the Client. Invoices are due and payable upon receipt and become delinquent if not paid in full 30 days after their invoice date. Client shall notify TSW of any dispute regarding invoices received within seven days of receipt of invoice. Only the disputed portion of the payment may be withheld. Interest charges will be applied at rate of 1.5% to delinquent accounts for professional services.
 5. Account delinquency longer than 120 days will result in the stoppage of work by TSW and any subconsultants. Seven days' notice will be given prior to stoppage of work to enable accounts to be brought current. Work will recommence upon payment of all fees and service charges due. In some cases, additional fees will be required to stop and start work because of account delinquency.
 6. Termination: In the event of termination, suspension, or abandonment of the Project by the Client, TSW shall be compensated for services performed through date of termination, suspension, or abandonment of the Project. The Client's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the TSW to suspend or terminate services. Either TSW or the Client may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement.
 7. Arbitration: In the event a dispute shall arise between the parties to this Agreement, it is hereby agreed that the dispute shall be referred to United States Arbitration & Mediation for arbitration in accordance with United States Arbitration & Mediation Rules of Arbitration. The arbitrator's decision shall be final and binding and judgment may be entered thereon. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with arbitrator's award, the other party is entitled of costs of suit including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award.
 8. Miscellaneous: This Agreement shall be governed by the law of the place where the Project is located.

Construction Administration. The Consultant will provide construction administration services for the project, acting as the Owners design representative. This work will include providing input and review of design related items for the duration of the construction phase and other items such as: attending monthly OAC meetings (in person up to 10), review of submittals, production of RFI responses, ASI's, and site visits. TSW will compile final punch lists and review close out documents.

Deliverables

- Preconstruction kick off meeting (virtual)
- RFI responses
- Submittal reviews
- OAC Meetings biweekly; 4 in person
- Final punch walk meeting (1)
- Final acceptance review (virtual)
- ASI Issuance
- Mockup reviews
- Pay application review and approval.
- Meetings: Attendance of up to 4 OAC meetings in person and 1 final punch walk.

Fees

The scope of work will be completed for a **LUMP SUM FEE of \$89,500 INCLUSIVE OF EXPENSES**. Fees will be billed monthly based on the percentage of work completed. Expenses will be billed monthly at cost.

Basic Scope Tasks	Fees
Bidding Assistance	\$2,500
Construction Administration incl. Structural and Fountain consultants	\$87,000
Total	\$89,500

Assumptions

- This work excludes value engineering, or production of a conformed set of drawings based on negotiated changes during the bidding process. Those changes will be additional and be completed for a negotiated fee or as on hourly service as directed by the city.
- Construction administration period is 12 months. Extension beyond that time will be cause for additional services.



PROPOSAL BIDDING ASSISTANCE + CONSTRUCTION ADMINISTRATION HERO PLAZA, MOBILE AL | 5.04.2023

Project Understanding

Roles:

Volkert is the prime consultant and will provide day to day Owner contact, project management, periodic site visits, and construction administration as it relates to the Civil Engineering.

TSW (Consultant) will act as the Team's Lead for Construction Administration and the primary point of contact with the Contractor. This includes day to day communications with the contractor, coordination with sub consultants, distribution of RFIs, submittals, and general administration of the contract as described in the scope of work below. This proposal includes consultant fees for Structural Engineering review and Fountain Design review.

The contractor will be required to provide a meeting space, create agendas, and run the OAC meetings as outlined in the Project Manual.

Schedule: The duration of this work is 35 days for bidding, and 12 months for construction administration from the date of the contractor notice to proceed. Extension of the work beyond that time will require additional services.

Meetings: This work includes 6 meetings on site during bidding and CA. Additional on site meetings will be provided upon approval by the owner at an additional cost.

Basic Scope of Work

BIDDING + CONSTRUCTION ADMINISTRATION

Bidding Assistance. The Consultant will assist the city during bidding by attending a pre bid conference on site, answering bidder questions, providing drawing clarifications, and evaluating bids. Participation in contract negotiation including value engineering (VE) discussions, reviews of contractor VE proposals, or producing conformed drawing and specifications based on the VE process will be provided for an additional fee. This work includes a single 35 day bid period.

Deliverables:

- Bidder questions responses
- Drawing clarifications
- Meetings: 1 pre bid meeting on site

ATTACHMENT B

SUBCONSULTANT PROPOSALS

FOR

HERO PLAZA PHASE 1 BID & CONSTRUCTION ADMINISTRATION SERVICES

FOR



IN

DOWNTOWN MOBILE

Volkert Project No: TBD

Submission Date: May 5, 2023

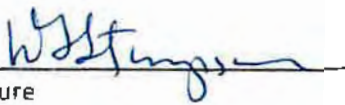
IN WITNESS WHERE OF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with fully authority and the Consultant by such duly authorized officers or individuals as may be required by law.

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

OWNER: City of Mobile

Legal Name of Party to Contract:

CONSULTANT: Volkert, Inc.


Signature

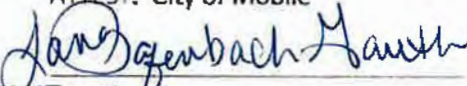

Signature

William S. Stimpson, Mayor
Printed Name and Title

Drew Davis, Vice President
Printed Name and Title

(Corporate Seal if applicable)

ATTEST: City of Mobile

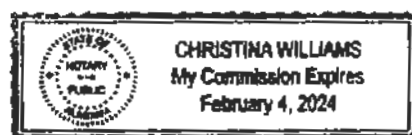

ASSISTANT City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Drew Davis as Vice President of Volkert, 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

Sworn to and subscribed for me this 22 day of May, 2023.


NOTARY PUBLIC
My Commission Expires:



ATTACHMENT A

ENGINEERING FEE PROPOSAL

FOR

HERO PLAZA PHASE 1
BID & CONSTRUCTION ADMINISTRATION
SERVICES

FOR



IN

DOWNTOWN MOBILE

PREPARED BY:

VOLKERT

1110 Montlimar Drive, Suite 1050
Mobile, Alabama 36609

Volkert Project No: TBD

Submission Date: May 5, 2023

PROJECT DESCRIPTION: HERO PLAZA PHASE 1 – BID & CONSTRUCTION ADMIN SERVICES

INDEX

<u>DESCRIPTION</u>	<u>SHEET NUMBER</u>
Project Introduction & Scope	3
Basic Service & Special Services Summary	3 - 4
Summary of Engineering Fee Proposal	5
Basic Service Man-Hour & Cost Estimate	6-9
Special Service Man-Hour & Cost Estimate	N/A

ATTACHMENTS

Sub-Consultant Proposals	ATTACHMENT B
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PROJECT INTRODUCTION & SCOPE

The proposed project will provide for bid and construction administration services for Hero Plaza Phase 1 based on the bid documents submitted to the City dated April 14th, 2023.

The project will consist of developing Heroes Plaza along the western frontage of the Mobile Convention Center and will include the construction of an accessible plaza with ramps, stairs, walls, and specialty paving to increase the location's attractiveness to visitors as they come to view the statues planned to be installed at the plaza. The project will include refurbishment of the existing fountain attached to the Convention Center. The project will also include a reconfigured entrance to the Convention Center parking lot and a modified drop off lane with new shade canopy.

Volkert will serve as the prime consultant and will serve as the City's direct point of contact. Volkert will utilize the expertise of Sub-consultant TSW to serve as the Team's Lead for Construction Administration and the primary point of contact with the Contractor. Refer to Attachment B for a more detailed scope of TSW's services.

The anticipated construction schedule for this project is 12 months after the selected Contractor is given Notice to Proceed. Volkert will provide a weekly inspection of the project site and develop a weekly inspection report to be submitted to the City. The Volkert Project Manager will also attend the twice-monthly OAC Meetings to be conducted by the Contractor. Refer to the *Construction Administration Phase Section* below for a full scope of Volkert's Construction Administration services.

BASIC SERVICES (Lump Sum)

The scope of Basic Services will include a Bid Procurement Phase and Construction Administration Phase. An itemized list of services is anticipated:

Bid Procurement Phase

1. Bid Procurement – TSW
 - a. Refer to Attachment B for details.
2. Bid procurement (Volkert) will include the following:
 - a. Coordination of the project advertisement with local and statewide newspapers.
 - b. Preparation of Bid Packets for Distribution
 - c. Conducting a Pre-Bid Meeting and Preparing a Resume of Meeting
 - d. Addressing Questions and Issuing Addendums
 - e. ~~Conducting a Bid Opening (Removed from Scope)~~
 - f. Evaluating and Reconciling Received Bids

Construction Administration Phase

1. Construction Administration – TSW
 - a. Refer to Attachment B for details.
2. Construction Administration (Volkert) will include the following:
 - a. Prepare Contract Documents & Issue for Construction Plans
 - b. Conduct a Pre-Construction Meeting
 - c. Review Shop Drawings / Submittals (Electrical & Traffic Signal)
 - d. Address Contractor Requests for Information (RFIs)
 - e. Attend OAC Meetings (~~2 per month~~) (1 per month)
 - f. Perform Weekly Site Inspection (44 inspections)
 - g. Develop Weekly Site Inspection Report (44 Reports)
 - h. Review Contractor Reports & Pay Estimates
 - i. Attend Final Inspection & Prepare Punch List
 - j. Prepare & Issue Record Drawings
 - k. Coordinate Project Closeout
 - l. Miscellaneous Meetings, Administrative Tasks, & Questions

***Refer to Man-hour Estimates for itemized list of anticipated scope for each of the services listed. ***

SPECIAL SERVICES (Cost Plus with Not to Exceed)

There are no special services included with this proposal.

EXCLUDED SERVICES

Any service not specifically mentioned or described within this document is considered excluded from the scope of services related to this task order. Excluded services will not be performed under this task order but may be added in the form of an amendment or a separate task order.

The following are not included in the scope of this proposal:

1. This proposal does not include any environmental services. The proposed project is expected to have less than an acre of total disturbance; therefore, an NPDES permit is not anticipated to be required.
2. This service does not include USACE permitting. If proposed site developments are found to impact delineated wetlands, this proposal may be amended to include USACE permitting services as needed.
3. This proposal does not include construction inspection or construction material testing services.

PROJECT DESCRIPTION: HERO PLAZA PHASE 1 - BID AND CONSTRUCTION ADMIN SERVICES

SUMMARY OF ENGINEERING FEE PROPOSAL		
BASIC / PROFESSIONAL SERVICES		
TASK NO.	SERVICE DESCRIPTION	TOTAL COST
1	TOTAL BID PROCUREMENT PHASE	\$9,182.72
2	TOTAL CONSTRUCTION ADMINISTRATION PHASE	\$139,731.63
TOTAL BASIC SERVICES COST (LUMP SUM)		\$148,914.35
SPECIAL SERVICES		
TASK NO.	SERVICE DESCRIPTION	TOTAL COST
N/A	N/A	\$0.00
TOTAL SPECIAL SERVICES COST (COST PLUS)		\$0.00
TOTAL ENGINEERING COST		\$148,914.35

PROJECT DESCRIPTION: HERO PLAZA PHASE 1 - BID AND CONSTRUCTION ADMIN SERVICES

Task No.	MAN-HOUR BID PROCUREMENT ESTIMATE - VOLKERT					
1	BID PROCUREMENT - VOLKERT	Project Manager	Staff 2 Prof	Staff 1 Prof	Tech	Admin
1.1	Coordinate Project Advertisement		1			
1.2	Prepare Bid Packets for Distribution		1			
1.3	Prepare Notes & Agendas for Pre-Bid Meeting		2			2
1.4	Conduct Pre-Bid Meeting		4			
1.5	Prepare Resume of Pre-Bid Meeting		2			2
1.6	Address Contractor Questions & Issue Addendums		20			2
1.7	Evaluate & Reconcile Bids	1	4			2
TOTAL BID PROCUREMENT MAN-HOURS - VOLKERT		1	34	0	0	8

Task No.	PROPOSED BID PROCUREMENT FEE - VOLKERT				
1	BID PROCUREMENT - VOLKERT	Man-hour	Rate	COST	
Labor Costs					
	Project Manager	1	\$72.55	\$72.55	
	Staff 2 Professional	34	\$59.93	\$2,037.62	
	Staff 1 Professional	0	\$39.94	\$0.00	
	Technician	0	\$40.48	\$0.00	
	Administrative Assistant	8	\$33.25	\$266.00	
TOTAL DIRECT LABOR				\$2,376.17	
	Combined Overhead		143.92%	\$3,419.78	
TOTAL LABOR + OVERHEAD				\$5,795.95	
	Operating Margin		15%	\$869.39	
	FCCM (Direct Labor Only)		0.180%	\$4.28	
SUBTOTAL LABOR COSTS				\$6,669.62	
Out of Pocket Costs					
	Travel Expenses (Mobile office to Downtown Mobile) (10 Miles 1-way)	Trips	Miles	Rate	Cost
		1	20	\$0.655	\$13.10
TOTAL OUT OF POCKET					\$13.10
SUBTOTAL BID PROCUREMENT PHASE - VOLKERT				\$6,682.72	

LS

PROJECT DESCRIPTION: HERO PLAZA PHASE 1 - BID AND CONSTRUCTION ADMIN SERVICES

Task No.	SUB-CONSULTANT (TSW) BID PROCUREMENT PHASE	
1.B	BID PHASE - TSW	COST
1.B1	Bid Phase	\$2,500.00
SUBTOTAL BID PROCUREMENT PHASE - SUBCONSULTANTS		\$2,500.00
Volkert, Inc. (Management Fee, 5% of Total Subconsultant Fee)		\$125.00
TOTAL SUBCONSULTANT BID PHASE SERVICES COST		\$2,625.00
TOTAL BID PROCUREMENT PHASE		\$9,182.72

LS

LS

PROJECT DESCRIPTION: HERO PLAZA PHASE 1 - BID AND CONSTRUCTION ADMIN SERVICES

Task No.	MAN-HOUR CONSTRUCTION ADMINISTRATION ESTIMATE - VOLKERT					
2A	Construction Administration (12 Months / 52 Weeks) (Site Development Only)	Project Manager	Staff 2 Prof	Staff 1 Prof	Tech	Admin
2A.1	Prepare Contract Documents & Issue for Construction Plans	1	4	8		2
2A.2	Prepare Notes & Agendas for Pre-Construction Meeting	2	2			
2A.3	Conduct Pre-Construction Meeting	4	4			
2A.4	Review Shop Drawings / Submittals	4	24			
2A.5	Contractor RFIs	4	40			
2A.6	Attend OAC Meetings (1 per month) (11 Meetings - 2 hours each)		22			
2A.7	Weekly Site Inspection (44 Inspections - 1.5 hours each)		66			
2A.8	Weekly Site Inspection Reports (44 Reports - 1 hour each)		44			
2A.9	Review Reports / Pay Estimates	4	12			2
2A.10	Attend Final Inspection	4	4			
2A.11	Prepare & Issue Record Drawings	1	2	8		2
2A.12	Coordinate Project Closeout	1	4			4
2A.13	Miscellaneous Meetings / Admin / Questions		8			
TOTAL CONST. ADMIN. MAN-HOURS		25	236	16	0	10

PROJECT DESCRIPTION: HERO PLAZA PHASE 1 - BID AND CONSTRUCTION ADMIN SERVICES

Task No.	PROPOSED CONSTRUCTION ADMINISTRATION PHASE FEE - VOLKERT			
2A	Construction Administration (12 Months / 52 Weeks) (Site Development Only)	Man-hour	Rate	COST
Labor Costs				
	Project Manager	25	\$72.55	\$1,813.75
	Staff 2 Professional	236	\$59.93	\$14,143.48
	Staff 1 Professional	16	\$39.94	\$639.04
	Technician	0	\$47.05	\$0.00
	Administrative Assistant	10	\$33.25	\$332.50
	TOTAL DIRECT LABOR			\$16,928.77
	Combined Overhead		143.92%	\$24,363.89
	TOTAL LABOR + OVERHEAD			\$41,292.66
	Operating Margin		15%	\$6,193.90
	FCCM (Direct Labor Only)		0.180%	\$30.47
	SUBTOTAL LABOR COSTS			\$47,517.03
Out of Pocket Costs				
	Travel Expenses (Mobile office to Downtown Mobile) (10 Miles 1-way)	Trips	Miles	Rate
		66	20	\$0.655
	TOTAL OUT OF POCKET			\$864.60
	TOTAL CONST. ADMIN PHASE - VOLKERT COST			\$48,381.63 LS
Task No.	SUB-CONSULTANT (TSW) CONSTRUCTION ADMINISTRATION PHASE			
2B	CONSTRUCTION ADMINISTRATION - TSW			COST
2B.1	Construction Administration - Plaza			\$87,000.00
	SUBTOTAL BID PROCUREMENT PHASE - SUBCONSULTANTS			\$87,000.00
	Volkert, Inc. (Management Fee, 5% of Total Subconsultant Fee)			\$4,350.00
	TOTAL SUBCONSULTANT BID PHASE SERVICES COST			\$91,350.00 LS
	TOTAL CONSTRUCTION ADMINISTRATION PHASE			\$139,731.63 LS



AGENDA ITEM SUMMARY SHEET

Agenda of: 7/11/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:

For the development of Heroes Plaza along the western frontage of the Arthur R. Outlaw Convention Center

Amount of Contract:

\$148,914.35

Funding Source

Project # Heroes Park - Professional Services PR-022-22

Discretionary Funds

Project String C0874 TIF-Heroes Plaza Renovations (20002000-42200) **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
<u>PR-022-22 Heroes Park - Professional Services</u>	<u>Cover Memo</u>	7/6/2023

REVIEWERS:

Department Reviewer	Action	Date
No Reviewers Available		

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: TIF-HEROES PLAZA RENOVATIONS

CAPITAL PROJECT #: C0874 (20002000-42200)

CONTRACT AMOUNT: \$148,914.35 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-022-22

PROJECT DESCRIPTION: FOR THE DEVELOPMENT OF HEROES PLAZA ALONG THE WESTERN FRONTAGE OF THE ARTHUR R. OUTLAW CONVENTION CENTER (1 SOUTH WATER STREET).

VENDOR NAME: VOLKERT, INC.

VENDOR NUMBER: 227500

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: Katie Cassil – Secretary III Date: 7/06/2023

Professional Services Contract Amendment

PROJECT NAME: Heroes Plaza

PROJECT NO: PR-022-22

Consulting Firm: VOLKERT INC

CONTRACT RESOLUTION NO: 21-832

TERMS: You are hereby authorized, subject to the provisions of your contract for this project dated 11/9/23, to provide additional Professional Engineering Services in the amount of 35423.6100.

ORIGINAL CONTRACT PRICE: 148914.3500

PROPOSED INCREASE: 35423.6100

REVISED CONTRACT PRICE: 184337.9600

Reference Documents –

- ☐ Justification Letter
- ☒ Fee Proposal
- ☒ Original Contract
- ☐ Cost Impact
- ☐ Consultant Recommendation/Validation
- ☐ Attachment A
- ☐ Attachment B
- ☐ Attachment C

City of Mobile

Accepted by:

Mayor

Jordan Stringfellow
As Project Manager for VOLKERT INC
Notary:

Attest:

City Clerk

Witness:

Date

CHANGE ORDER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM A/E DEPT DEPT. 3032

DATE OF REQUEST: 1/12/24

CHANGE ORDER: ☒ (when money is available in project's budget; from project to contract)

VENDOR NAME: Volkert, Inc. V#227500

DISTRICT#: Select Item. 2

DEPT. PROJECT#: PR-022-22

REQUEST: Please ADD (+) \$ 35,423.61 from Capital Project#/Title:

C0607 TIF SPORTS HOF CRTYD HEROES PL RENO
to contract# 4561.


Total amount of Change Order: \$ 35,423.61

Current contract amount: \$ 148,914.35

Revised contract amount: \$ 184,337.96

Comments: TO AMEND THE AGREEMENT BY THE ABOVE AMOUNT FOR
ADDITIONAL SCOPE OF WORK.

BRENDA PARKER
Employee signature


Approval signature

RESOLUTION

2024

Sponsored by:

Mayor William S. Stimpson and Councilmember William Carroll

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

Whereby, the sum of \$35,423.61 will be added to the original contract amount of \$148,914.35. A copy of said contract is on file in the office of the City Clerk.

Name of Company: Volkert, Inc.

Project Name: Heroes Plaza - Professional Services

Project Number: PR-022-22

Amount: \$35,423.61 (Additional Amount)

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:2/20/2024

Submitted by:

Kim Carmody, Director Mobile Parks and Recreation

Sponsored by:

Mayor Sandy Stimpson

Purpose and Scope of Project:

To provide parks and recreation software

Amount of Contract:

\$24,500

Effective Date of Contract:

1/29/2024

Renewal Date of Contract:

1/1/2025

Funding Source

Project # Software Cost 10042025-42115

Discretionary Funds

Project String

Contract Number:

Budget Amendment **REDUCE** **INCREASE**

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
2024 RECDESK Software Resolution	Cover Memo	1/26/2024
2024 RECDESK Software Contract	Cover Memo	1/26/2024
certificate of insurance	Cover Memo	2/12/2024

REVIEWERS:

Department Reviewer	Action	Date
---------------------	--------	------

Parks and Recreation	Carmody, Kim	Approved	2/7/2024 - 10:31 AM
Budget	Sapp, Celia	Approved	2/8/2024 - 8:54 AM
Legal	Kern, Chris	Approved	2/8/2024 - 2:48 PM
Legal	Kern, Chris	Approved	2/8/2024 - 2:49 PM
Mayors Office	Barber, James	Approved	2/8/2024 - 3:35 PM

2024

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract by and between the City of Mobile and RECDESK, LLC, in an amount of \$24,500 for a one-year period, for parks and recreation software services, as outlined in the contract attached hereto and made a part hereof as though set forth in full.

BE IT FURTHER RESOLVED THAT the City Council of the City of Mobile, Alabama, finds that this resolution is necessary to perform essential functions of the Council.

Adopted:

City Clerk

**PARKS & RECREATION MANAGEMENT SOFTWARE-AS-A-SERVICE (SaaS)
AGREEMENT BETWEEN CITY OF MOBILE, AL AND RECDESK LLC**

This PARKS & RECREATION MANAGEMENT SOFTWARE-AS-A-SERVICE (SaaS) AGREEMENT ("Agreement") is made as of this 25th day of January, 2024 by and between RecDesk LLC., a Connecticut LLC ("RecDesk"), whose address is 300 Plaza Middlesex, Middletown CT 06457, and CITY OF MOBILE, AL ("Customer").

1 **Engagement.** Customer engages RecDesk to perform the services as specified in Exhibit "A" - Services Provided (the "Services Provided").

2 **Agreement Term.** The initial term of this agreement will be 1/1/2024 - 12/31/2024. This Agreement will terminate and without further obligation on the part of the Customer on 12/31/2024. This Agreement may be renewed by Customer for additional one-year terms with each term beginning on 1/1/2025 and terminating on 12/31/2025, of the following calendar year.

Customer and RecDesk hereby agree that this Agreement is terminable at will upon written notice by either party. Termination will be in written-form allowing 30-day notice. The parties agree to continue performance under the Agreement until the effective date of termination unless the parties mutually agree to an earlier termination date. Upon termination of this Agreement, the parties shall have no further liability or obligation except as explicitly provided hereunder as surviving termination of the Agreement.

3 **Fees and Payment.**

a. **Base Subscription Fee.** Customer agrees to pay RecDesk a base subscription fee of **\$24,500** for services. This fee is payable at the beginning of the annual term.

b. **Variable Transaction Fee.** The base subscription fee in (a) above covers the first \$500K worth of transactions processed through RecDesk in a given subscription year. Transactions processed through the system in excess of \$500K in a given subscription year will be assessed a .75% transaction fee. These variable transaction fees, if applicable, will be billed and payable on a quarterly basis (or on other mutually agreed upon period). If the Customer does not process more than \$500K through RecDesk in a given subscription year, the Variable Transaction Fee does not apply.

c. **Training.**

1. Trainer-Led Online Training - \$0 (Included)

2. Onsite Training (Optional) - \$1000/day plus \$50 per diem plus all travel and lodging expenses

3. Subsequent Annual Term Refresher Training (Online Only) – First three (3) hours per year are free then \$100 per hour thereafter

d. Data Migration and Financial System Integration (optional).

1. Migration of Customer Data to RecDesk – one-time \$1200 fee
2. Custom Financial System Extract – one-time \$1200 fee
3. GIS Address Import for Residency – one time \$1200 fee

e. Other Fees

1. Customer Support - \$0 (Included)
2. Additional Workstation Licenses - \$0 (Unlimited)
3. Software Upgrades – Automatic - \$0 (Included)
4. Initial RecDesk Community portal configuration - \$0 (Included)
5. Subsequent Community Portal Redesign/Refresh - \$0 - Every 3 years (includes - first three (3) hours -\$125 for each additional hour thereafter)

4. **Indemnification and Hold Harmless.** RecDesk agrees to defend, indemnify and hold harmless Customer, its officers, employees, representatives, and agents from and against any and all liabilities, damages, losses, claims or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by Customer or others, in any way arising out of RecDesk's breach of the Agreement or out of services and operations performed hereunder by RecDesk, including Customer 's reliance on or use of the services or products provided by RecDesk under the terms of this Agreement. RecDesk shall not be liable for any loss or damage attributable solely to the negligence of Customer.

5. **No Agency Relationship.** This Agreement shall establish no agency relationship with RecDesk and RecDesk shall be deemed an independent offer or RecDesk shall have complete charge of the personnel engaged in the performance of the Services, and all persons employed by RecDesk shall be employees of said RecDesk and not employees of the Customer in any respect.

6. **Nondisclosure.** RecDesk agrees that it will not divulge to third parties without the written consent of Customer any information obtained from or through Customer in connection with the performance of this Agreement.

7. **Entire Agreement.** This Agreement contains the entire agreement and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter hereof. This Agreement may be changed only by an agreement in

writing signed by the party against whom any waiver, change, amendment, modification, or discharge is sought.

8 **Governing Law and Venue**. This agreement shall be governed by and construed in accordance with the laws of the State of Alabama and venue shall be exclusively in the state of Alabama.

9 **Severability**. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect to the maximum extent permitted by law.

10 **Notice**. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and if sent by certified or registered mail, first class, return receipt requested to the parties at the following addresses:

To Customer:

CITY OF MOBILE, AL

To RecDesk

RecDesk LLC
Attn: Mike Morris
300 Plaza Middlesex
Middletown, CT 06457

11 **Waiver of Contractual Right**. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

12 **Insurance**. During the term of this Agreement, RecDesk shall maintain the following insurance coverages:

Worker's Compensation - Statutory Coverage
Professional Liability - \$1MM per claim
Cyber Liability - \$1MM per occurrence /\$1MM aggregate
Comprehensive General Liability
Bodily Injury - \$1MM per occurrence /\$2MM aggregate
Property Damage - \$1MM per occurrence /\$2MM aggregate

13 **Ownership of Software**. Customer agrees that it has no title or ownership in, or to, the software utilized by RecDesk to provide services, or any of its components, programming code or data structures ("Software"). The Software shall remain at all times RecDesk's sole and exclusive property. The definition of "Software" shall also include any changes, customizations, added functions, or options and any other

related items requested by the Customer and implemented by RecDesk. The obligations set forth in this Paragraph shall survive the termination, cancellation, or expiration of this Agreement for any reason whatsoever.

14. **Warranty.** If the Customer determines that some functions within RecDesk are not performing up to required specifications, RecDesk will take commercially reasonable measures to remedy such a situation during the term of this Agreement at no additional charge to the Customer. RecDesk does not guarantee that it will implement all new enhancement requests but will take commercially reasonable efforts to provide features that perform as stated.

15. **DISPUTE RESOLUTION.** Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to the Agreement or breach thereof shall be subject to legal proceedings unless the parties mutually agree otherwise.

16. **ANTI-DISCRIMINATION.** RECDESK 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.

17. **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 reach of the agreement and shall be responsible for all damages resulting therefrom.

18. **PUBLIC CONTRACTS WITH ENTITIES ENGAGING IN CERTAIN BOYCOTT ACTIVITIES.** By signing this contract, RECDESK 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 pursuant to Section 41-16-5, code of Alabama 1975.

19. **NO INTEREST IN RECDESK BUSINESS.** Notwithstanding any of the provisions of this Agreement, it is agreed that the CUSTOMER as no financial interest in the business of RECDESK, and shall not be liable for any debts or obligations incurred by RECDESK, nor shall the CUSTOMER be deemed or construed to be a partner, joint venture or otherwise interested in the assets of RECDESK, or sums earned or derived by RECDESK, nor shall RECDESK at any time or times use the name or credit of the CUSTOMER in purchasing or attempting to purchase any car, equipment, supplies or other things whatsoever.

20. CUSTOMER IS NOT AN AGENT OF RECDESK. RECDESK, in the performance of its operations and obligations hereunder, shall not be deemed to be the agent of the Customer but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as the Customer may from time-to-time request, to indicate that it is an independent contractor. CUSTOMER does not and will not assume any responsibility for the means by which or manner in which services by RECDESK, provided or herein, are performed, but on the contrary, the CUSTOMER shall be wholly responsible therefor.

21. COMPLIANCE WITH CITY ORDINANCES. RECDESK hereby agrees to comply strictly with all ordinances of the City of Mobile, Alabama, and the laws of the State of Alabama and the United States while performing its obligations under the terms of this Agreement.

22. CONTRACT NOT TO EXCEED. Compensation to be paid hereunder shall not exceed FORTY THOUSAND DOLLARS (\$40,000.00) ("Not-to-Exceed Amount") unless a larger amount is agreed to by and between the Parties in accordance with an amendment agreed to by both parties. Notwithstanding the amount specified in this Section, RecDesk shall be paid only for work performed. This amount shall include all fees, costs, and expenses incurred by RecDesk, and no additional amounts shall be paid by the Customer for such fees, costs, and expenses.

23. DATA SECURITY. RECDESK will use commercially reasonable efforts to prevent the loss of or damage to CUSTOMER Data in its possession and will maintain commercially reasonable back-up procedures and copies to facilitate the reconstruction of any CUSTOMER Data that may be lost or damaged by RECDESK. RECDESK will maintain a comprehensive information security program to protect RECDESK's Software and Hosted Services and CUSTOMER Data including logical and physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. For the term of this Agreement, COMPANY shall maintain an Information Security Management System ISO/IEC 27001 certification for the datacenter hosting RECDESK.

24. DATA BREACH NOTIFICATION. COMPANY will promptly, and not later than within 24 hours of discovery by COMPANY, notify the CUSTOMER of any loss, damage, or unauthorized access of CUSTOMER Data.

25. NO TRANSMISSION OF DATA OUTSIDE THE U.S.. COMPANY shall not transmit any CUSTOMER Data to any entity or individual outside the United States.

26. ADA (WCAG 2.1) COMPLIANT. RecDesk shall be solely responsible for ensuring the website remains ADA (WCAG 2.1) compliant.

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

RECDESK

[Signature]
SIGNATURE

Name: Michael J. Morris

Title: President

CONNECTICUT NOTARY ACKNOWLEDGEMENT
(LIMITED LIABILITY COMPANY)

State of Connecticut

County of Middlesex ss. Middletown (Town/City)

On this the 25th day of January, 2024, before me, _____, the undersigned officer, personally appeared Michael J. Morris, who acknowledged himself to be the President (title) of RecDesk, LLC, a (member managed or manager managed) limited liability company, and that he, as such President (title), being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as President (title).

In witness whereof I hereunto set my hand.

[Signature] CRYSTALEEN MORIN (Seal)
Signature of Notary Public

Sr Relationship Banker

Title of Officer

Date Commission Expires: 12/31/2024



CRYSTALEEN MORIN
NOTARY PUBLIC
STATE OF CONNECTICUT
MY COMM. EXP 12/31/2024

CUSTOMER: City of Mobile

SIGNATURE

William S. Stimpson, Mayor

ATTEST:

City Clerk

Exhibit "A" - Services Provided

Services provided by RecDesk to the Customer under this agreement include the following:

Access to RecDesk Director and RecDesk Community (the Software) – RecDesk grants non-exclusive license during the term of this contract for the Customer and “customers” of the Customer access to the Software.

Customer employees will have access to RecDesk Director as well as administrative access to the RecDesk Community portal. Community Members (the “Public”) will only have access to the RecDesk Community portal. Access to both RecDesk Director and RecDesk Community is via the public internet through a web browser and there are no restrictions as to how many Customer employees or community members can access the system.

RecDesk Director is Id and Password protected with Customer having control over who currently has access and what their Role is. RecDesk Community is not password protected (for viewing) but community members will have to set up a household account to register for programs.

Customer access includes, but is not limited to, the following core RecDesk features: *Program & Activity Management, Online Registration, Master Calendar, Facility Scheduling, Full Web Site (Community CMS), Online Reservations, Membership Management, Facility Check-ins, League Management and Reporting.*

Availability – RecDesk provides 24 x 7 access to the system with a guaranteed up time of 99%. For larger system upgrades or platform maintenance there may be planned down time. This is usually scheduled in the early AM hours on weekends and reasonable advanced notice is given.

Customer Support – RecDesk provides phone support from 8AM-5PM EST at 1-860-467-4325. This is included as part of this agreement and there is no additional cost. We also provide for email support 24 x 7 at support@recdesk.com. The system itself is monitored 24 x 7. Any service interruptions trigger alerts and are dealt with immediately.

Online Help and self-service documentation is available at <http://help.recdesk.com>

Credit Card Processing and Merchant Services – RecDesk will integrate with Customer’s preferred merchant account provider at no cost to the Customer via a RecDesk supported payment gateway. The Customer maintains a separate agreement with merchant and gateway provider and is responsible for any fees or transaction costs therein incurred.

Data Backups – RecDesk (via partner Amazon Web Services – AWS) performs full-backups on both the database and Customer portal data daily. Additionally, incremental database log backups are made throughout the course of the day. Our network infrastructure includes dedicated virtual servers located in AWS’s northern VA facility.

Exporting of Data – If the Customer no longer wishes to utilize the services of RecDesk, their data can be exported into a CSV format. The cost for doing so is \$125 per hour and an estimate would be provided and agreed upon before commencement of extract.

Privacy Statement - The following discloses the information gathering and dissemination practices for the services offered by RecDesk LLC (the “Services”) and for this Website. RecDesk LLC reserves the right to amend this Privacy Statement at any time with or without notice. Only the current Privacy Statement is deemed effective, so please review this Privacy Statement periodically.

RecDesk LLC has created this Privacy Statement in order to demonstrate our firm commitment to safeguarding the privacy of our Subscribing Organization, their members, and our Website visitors. Our Privacy Rules summarize this commitment.

1. We do not reveal any personally identifiable information that we collect about you, your use of the Services or any information that you post on your Site to anyone else.
2. Unless you choose otherwise, RecDesk LLC shares information about you only on a basis that does not personally identify you, your organization, or your members.
3. We use industry-standard technology and other means to keep your information as secure as possible.
4. Your organization owns the data. We just act as the caretaker for it. RecDesk does not share or sell any personally identifiable information about your organization or its members.



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

February 8, 2024

City of Mobile
48 N SAGE AVE
MOBILE AL 36607-2653

Account Information:

Policy Holder Details :	RECDESK LLC
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Contact Us

Need Help?

Chat online or call us at
(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,
Your Hartford Service Team



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/08/2024

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

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

PRODUCER MATHER & PITTS INSURANCE INC 02020015 PO BOX 129 ESSEX CT 06426	CONTACT NAME:		
	PHONE (860) 767-0084	FAX	
	(A/C, No, Ext):	(A/C, No):	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		
INSURED RECDESK LLC 300 PLAZA MIDDLESEX MIDDLETOWN CT 06457-3455	INSURER A : Hartford Underwriters Insurance Company		NAIC# 30104
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS		
A	COMMERCIAL GENERAL LIABILITY	X	X	02 SBA AK0V8U	03/01/2023	03/01/2024	EACH OCCURRENCE	\$1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000	
	X General Liability						MED EXP (Any one person)	\$10,000	
							PERSONAL & ADV INJURY	\$1,000,000	
							GENERAL AGGREGATE	\$2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$2,000,000	
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC								
	OTHER:								
A	AUTOMOBILE LIABILITY			02 SBA AK0V8U	03/01/2023	03/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	
	ANY AUTO							BODILY INJURY (Per person)	
	ALL OWNED AUTOS						<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident)	
	X HIRED AUTOS						X NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident)	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		02 SBA AK0V8U	03/01/2023	03/01/2024	EACH OCCURRENCE	\$1,000,000	
	EXCESS LIAB	CLAIMS-MADE					AGGREGATE	\$1,000,000	
	DED	RETENTION \$ 10,000							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT		
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE -EA EMPLOYEE		
							E.L. DISEASE - POLICY LIMIT		
A	Employment Practices Liability Insurance			02 SBA AK0V8U	03/01/2023	03/01/2024	Each Claim Limit	\$25,000	
							Annual Aggregate Limit	\$25,000	

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

City of Mobile
48 N SAGE AVE
MOBILE AL 36607-2653

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Suean L. Castaneda

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**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY MATHER & PITTS INSURANCE INC		NAMED INSURED RECDESK LLC 300 PLAZA MIDDLESEX MIDDLETOWN CT 06457-3455	
POLICY NUMBER SEE ACORD 25		EFFECTIVE DATE: SEE ACORD 25	
CARRIER SEE ACORD 25	NAIC CODE		

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM****FORM NUMBER:** ACORD 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Notice of Cancellation will be provided in accordance with Form SL9013, attached to this policy. Waiver of Subrogation applies in favor of the Certificate Holder per the Business Liability Coverage Form SL 00 00, attached to this policy. Coverage is primary and noncontributory per the Business Liability Coverage Form SL 00 00, attached to this policy. The Business Liability Coverage Part includes City of Mobile are Blanket Additional Insured By Contract Endorsement, Form SL 30 32.



AGENDA ITEM SUMMARY SHEET

Agenda of:2/20/2024

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description
packet

Type
Cover Memo

Upload Date
1/25/2024

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

1/25/2024 - 3:48
PM

R E S O L U T I O N

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

Adopted:

City Clerk

**NOTICE OF HEARING ON PROPOSED CERTIFICATE OF
PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A
SHUTTLE SERVICE**

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application Roosevelt Robertson to operate a shuttle service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on February 14, 2024, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.



Lisa C. Lambert
City Clerk

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Roosevelt Robertston for a Certificate of Public Convenience and Necessity to operate a shuttle service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

City Clerk



(Applicant; Present this form to the Police Records Division, 2460 Government Boulevard)

**BACKGROUND INFORMATION SHEET
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**

A Background Information Sheet must be completed for each person owning any interest in a taxicab/shuttle/limousine/carriage/charter/transportation business. Failure to complete such sheet for each owner listed will result in a delay of the approval process or possible denial of this application.

NAME: Roosevelt Robertson

Date of Birth: _____ Social Security #: _____

Present Address: _____

Home Phone Number: _____ Work Phone Number: _____

Attach a copy of your current driver's license to this sheet

Present Employer and Address: Self Employed

Present Position/Title: Owner Operator

Judicial History:

List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION
n/a	_____	_____	_____
n/a	_____	_____	_____
n/a	_____	_____	_____

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.

n/a

Give nature of all transactions or acts giving rise to these judgements.

n/a

Give name and location of court in which judgements were entered and date entered.

n/a

I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.

Roosevelt Robertson
Signature

12/30/23

Date Signed



CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY APPLICATION

CHAPTER 59 of the Mobile City Code requires every person who desires to operate a taxicab, shuttles, limousine, carriage, charter, or transportation service to first obtain a certificate of public convenience and necessity.

Where to Apply: Applications may be obtained from the City Clerk's office on the 9th floor of Government Plaza, 205 Government Street or printed from the City of Mobile website:
www.cityofmobile.org

1. **Background Check:** Each applicant must complete the attached background information sheet and undergo a records check by the Mobile Police Department, located at 2460 Government Street. If the applicant is a partnership, corporation, or other legal entity, the background check will be conducted on all officers, partners, directors, and any shareholder holding more than 25% of the outstanding stock of any corporation. (There is a \$10.00 fee for each records check).

***Applicant: Please obtain a records check from MPD Records (with embossed seal) to return with your completed application.**

Where to File the Application:

2. Applicant, when you receive your local record check from the MPD, only then will you return your completed application to the City Clerk's Office, along with a \$100 application fee (cash or check). Make Checks payable to: City of Mobile. The application must also be properly notarized, or it will not be accepted.

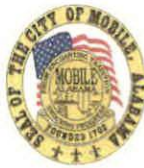
*After the completed application is received, the City Clerk's Office will forward it to the Police Dept. to review the application and the information provided therein. The Police Dept. shall report to the Council any information pertinent to the application or applicant. The Council shall not consider any application until such time as the police department has issued its report to the Council.

Public Hearing: The City Code requires that a public hearing be held on the application. Applicants will be notified of the hearing date. **Please refer to Section 59 of the City Code for the factors that will be considered by the City Council.** (www.cityofmobile.org → Government Tab → Municipal Code).

Other Requirements: The following items must be submitted to the City Revenue Department **BEFORE** a City business license will be issued. **After the City Council has approved your application, you must submit the following items to the City Revenue Department in order to receive a City business license:**

- Certificate of Public Convenience and Necessity
- Proof of Insurance (see attached City Code sections for minimum requirements)
- Chauffeur's license (issued by the Police Department) on all drivers.
- Certificate from a licensed, qualified garage stating that the vehicle(s) have been inspected and meets the requirements of the City Code.

Please be aware that this process may take up to 4 to 6 weeks; For more information contact the City Clerk's Office at 208-7411



(If different from address provided in Part I)

C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, and etc.

Name	Title	Address	Amount of Stock Held (if any)
Roosevelt Robertson Owne			00000
Roosevelt Robertson Owner			
Roosevelt Robertson Owner			00000

D. List all unpaid judgements against any person listed in Part II C, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

Name	Date	Amount	Location	Disposition

Part III. Vehicle/Carriage Information:

Class of service to be furnished: (Check only one)

Taxicab ☐ Sedan ☐ Shuttle ☒ Horse Drawn Carriage ☐ Other ☒

Location of terminal/depot or stand & stables: Where necessary

What will be your days and hours of operation? Varies and based on need

How many vehicles (carriages) do you intend to operate? 2

(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: <u>GMC</u>	Year: <u>2005</u>	Model: <u>Yukon XL Denali</u>
Make: <u>Dodge</u>	Year: <u>2006</u>	Model: <u>Grand Caravan</u>
Make: _____	Year: _____	Model: _____
Make: _____	Year: _____	Model: _____

If application is for a taxicab or carriage, please give a brief description of the insignia, trade name and proposed color scheme for each taxi/carriage:

ROOSEVELT DARYN ROBERTSON
6413 ZEIGLER BLVD
MOBILE, AL 36608

77392620-01058

**U.S. Department of Justice**

Federal Bureau of Investigation
Criminal Justice Information Services Division
Clarksburg, WV 26306

ROOSEVELT DARYN ROBERTSON
6413 ZEIGLER BLVD
MOBILE, AL 36608

Date: 02-15-2023

The Criminal Justice Information Services (CJIS) Division of the Federal Bureau of Investigation (FBI) has completed the following fingerprint submission:

Subject Name

ROOSEVELT DARYN ROBERTSON

Search Completed Result

02-15-2023 E2023046000000098436

A SEARCH OF THE FINGERPRINTS PROVIDED BY THIS INDIVIDUAL HAS REVEALED NO PRIOR ARREST DATA AT THE FBI. THIS DOES NOT PRECLUDE FURTHER CRIMINAL HISTORY AT THE STATE OR LOCAL LEVEL.

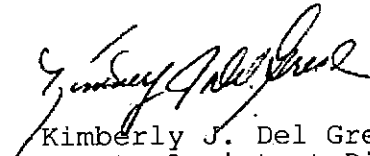
Social Security number:

The result of the above response is only effective for the date the submission was originally completed. For more updated information, please submit new fingerprints of the Subject.

In order to protect Personally Identifiable Information, as of August 17, 2009, FBI policy has changed to no longer return the fingerprint cards. This form will serve as the FBI's official response.

This Identity History Summary (IdHS) is provided pursuant to 28 CFR 16.30-16.34 solely for you to conduct a personal review and/or obtain a change, correction, or updating of your record. **This IdHS is not provided for the purpose of licensing or employment or any other purpose enumerated in 28 CFR 20.33.**

Any questions may be addressed to the Customer Service Group at 304-625-5590. You may also visit the website at www.fbi.gov/checks for further instructions.


Kimberly J. Del Greco
Deputy Assistant Director
Information Services Branch
Criminal Justice Information
Services Division



AGENDA ITEM SUMMARY SHEET

Agenda of:2/20/2024

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description
packet

Type
Cover Memo

Upload Date
1/25/2024

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

1/25/2024 - 3:50
PM

R E S O L U T I O N

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

Adopted:

City Clerk

**NOTICE OF HEARING ON PROPOSED CERTIFICATE OF
PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A
SHUTTLE SERVICE**

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application Mountain Taxi, LLC, d/b/a Sunset Taxi, to operate a taxi service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on February 14, 2024, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

A handwritten signature in black ink, appearing to read "Lisa C. Lambert". The signature is fluid and cursive, with the first name "Lisa" and last name "Lambert" clearly distinguishable.

Lisa C. Lambert
City Clerk

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Mountain Taxi, LLC, d/b/a Sunset Taxi, for a Certificate of Public Convenience and Necessity to operate a taxi service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

City Clerk



APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Taylor Brown individually or on behalf of Mountain Taxi, LLC d/b/a Sunset Taxi, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

Mountain Taxi, LLC d/b/a Sunset Taxi

Business Address: _____

Telephone: _____

Trade Name

Sunset Taxi

Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate: _____ SSN: _____

Residence Address:

Address _____ City _____ State _____ Zip code _____

Telephone Number: _____ Driver's License #: _____

Residing in Mobile County: Years: _____ Months: _____

U.S. Citizenship: Yes _____ No _____

I attest, under penalty of perjury that I am:

_____ A citizen or national of the United States

_____ A lawful permanent resident

(Alien # A _____)

_____ an alien authorized to work until ____/____/____

(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated _____ State of Incorporation _____

Partnership _____ L.L.C. ☒ Other: (please specify) _____

Business Address: _____

(If different from address provided in Part I)



C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, etc.

Name	Title	Address	Amount of Stock Held (if any)
Taylor Brown	Owner/CEO	680 willow wood ln, Delta, CO 81416	95%

D. List all unpaid judgements against any person listed in Part II C, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

Name	Date	Amount	Location	Disposition

Part III. Vehicle/Carriage Information:

Class of service to be furnished: (Check only one)

Taxicab ☒ Sedan ☐ Shuttle ☐ Horse Drawn Carriage ☐ Other ☐

Location of terminal/depot or stand & stables: 14742 Camelia St, Magnolia Springs, AL 3655

What will be your days and hours of operation? 24/7

How many vehicles (carriages) do you intend to operate? 10
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: Ford	Year: 2020	Model: Escape
Make: Ford	Year: 2021	Model: Escape
Make: Ford	Year: 2024	Model: Escape

If application is for a taxicab or carriage, please give a brief description of the insignia, trade name and proposed color scheme for each taxi/carriage:

Grey, white & silver vehicles, "Sunset Taxi" in blue & yellow on sides of cars along with the necessary authority #s & our phone #.



I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;
2. All of the foregoing statements are true and correct to the best of my knowledge;
3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;
4. I have read and understand Chapter 59 of the Mobile City Code;
5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Applicant's Signature

NAME OF ENTITY:

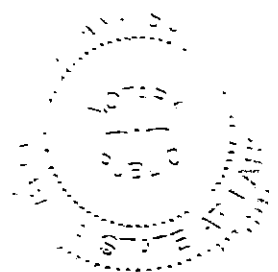
Mountain Taxi, LLC d/b/a Sunset Taxi

By: Taylor Brown
Its owner

SWORN TO AND SUBSCRIBED BEFORE ME THIS
24th DAY OF January, 2024

Notary Public

Keiwana Sumlin
Notary Public, Alabama State At Large
My Commission Expires
July 1, 2025





(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Taylor Brown

Nickname(s) or Maiden Name: Brown

Current Address: _____

Previous Address: _____

Personal Description:

Height: 5 - 11

Weight: 150

Hair Color: Brown

Eye Color: Blue

Social Security Number: _____

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

A handwritten signature in black ink, appearing to be "T. Brown", written over a horizontal line.

Signature

1/22/24
Date signed



(Applicant Present this form to the Police Records Division, 2460 Government Boulevard)

**BACKGROUND INFORMATION SHEET
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**

A Background Information Sheet must be completed for each person owning any interest in a taxicab/shuttle/limousine/carriage/charter/transportation business. Failure to complete such sheet for each owner listed will result in a delay of the approval process or possible denial of this application.

NAME: Taylor Brown

Date of Birth: _____ Security #: _____

Present Address: _____

Home Phone Number: _____ k Phone Number: _____

Attach a copy of your current driver's license to this sheet

Present Employer and Address: Mountain Tax, LLC Suite 208 326 Main St, Delta, LA 81416

Present Position/Title: Owner/CEO

Judicial History:

List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.

Give nature of all transactions or acts giving rise to these judgements.

Give name and location of court in which judgements were entered and date entered.

I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.

[Signature]
Signature

1/22/24
Date Signed

Personal Data Report

General Descriptors

Name: BROWN, TAYLOR SCOTT

Address:

Nick Name:

Phone: - - -

Race: W - WHITE

DOB:

Sex: M

Age: 28

Weight: 185

Eyes: BLUE

Height: 5'11"

Facial:

Hair: BROWN

Ethnic: NON HISPANIC/NON LATINO

Email1:

Email2:

Alt.
Address:

Danger
Desc:

NOT VALID WITHOUT
EMBOSSSED SEAL
OF THE MOBILE
POLICE DEPARTMENT

Identifying Numbers

DL State: CO

DL #:

DL Type:

SSN: - - -

MID:

FP:

DOC:

FBI:

JRN:

SID:

A search of the files in
the Records Unit of the
Mobile Police Department
on this subject indicates:

• NO RECORD

CHECKED BY: *Pat Christie*

DATE: *1/24/2024*

CITY OF MOBILE
POLICE RECORDS
205 Government St
Mobile, AL 36602

01/24/2024 01:15PM THERESA C
038180-0005

MISCELLANEOUS

Description: RECORDS
CHECK (PDF007)
2024 Item: PDF007
I @ \$15.0000 \$15.00
Payment Id: 559014
CLI
POI \$15.00
Subtotal \$15.00
TPCC FEE \$2.50
Total \$17.50
038180-0005
PD: RECORDS CC \$17.50

*****5476
Miscellaneous
Ref=c8b3f3fb-66dd-4bb6-bf95-5c75772a79ea
Auth=543414
2024
Change due \$0.00

Payment ID: 55
Paid by: BROWN/TAYLOR S
POI

Subtotal
TPCC FEE

Thank you for your payment

PD: RECORDS
CUSTOMER COPY

Miscellaneous
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.

Subtotal
Tyler Technologies, Inc

How to pay
PD: RECORDS
TylerTech.com
Service complete
For Steven
fee, contact Ty
customer service
TPCustomerService
assistance

Subtotal
Tyler Technologies

How to pay
PD: RECORDS



AGENDA ITEM SUMMARY SHEET

Agenda of:2/20/2024

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description
packet

Type
Cover Memo

Upload Date
2/15/2024

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

2/15/2024 -
11:10 AM

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: Retail Beer/Table Wine (Off Premises Only)
 Liquor License

Submitted by: Big Mo Food Mart, LLC

Location: Big Mo Food Mart
 1214 Michigan Avenue
 Mobile, AL 36605

Adopted:

City Clerk



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

<u>Date to City Clerk</u>	<u>Application Type</u>	<u>Application Number</u>	<u>License Number</u>	<u>City Council Agenda Date</u>
02/08/2024	TRANSFER - OWNERSHIP	2024 - 5627	127377	February 21, 2024

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

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentlemen:

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)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

BIG MO FOOD MART LLC

Trade Name (DBA)

BIG MO FOOD MART

Location Address

1214 MICHIGAN AVENUE

City, State, Zip Code

MOBILE AL 36605

Comments

Yours Very Truly,

Mobile City Council President

Applicant 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

<u>Date to City Clerk</u>	<u>Application Type</u>	<u>Application Number</u>	<u>License Number</u>	<u>City Council Agenda Date</u>
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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

Gentlemen:

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)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

BIG MO FOOD MART LLC

Trade Name (DBA)

BIG MO FOOD MART

Location Address

1214 MICHIGAN AVENUE

City, State, Zip Code

MOBILE AL 36605

Comments

Yours Very Truly,

Mobile City Council President

Applicant Signature _____

Date _____

**BUILD MOBILE
PLANNING AND ZONING DEPARTMENT**

MEMORANDUM

To: Lana Pafenbach-Gauthier

From: Logan Anderson
Principal Planner *L. Logan Anderson*

Date: February 9, 2024

Re: Application # 5627 / 1214 Michigan Ave.

Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned B-2. This is to advise that a convenience store with retail beer and wine sales is a permitted use in this zoning district.

Based on the plan submitted, the site meets the parking requirements of the Unified Development Code.

If I can be of further assistance, please do not hesitate to contact me.

The site is located in District # 2, William Carroll (Council Member).

MOBILE CITY COUNCIL VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5627 DATE 2/21/2024
 APPLICANT BIG MO FOOD MART LLC
 LOCATION 1214 MICHIGAN AVE
 REQUEST ALCOHOLIC BEVERAGE LICENSE

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	



LANDUSE SURVEY
CONDUCTED 2010

City of Mobile Alcoholic Beverage License Approval Request

TO: City of Mobile City Council
FROM: City of Mobile Revenue Department
RE: Alcoholic Beverage License Request

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
02/08/2024	TRANSFER - OWNERSHIP	2024 - 5627	127377	February 21, 2024

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

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

BIG MO FOOD MART LLC

Trade Name (DBA)

BIG MO FOOD MART

Location Address

1214 MICHIGAN AVENUE

MOBILE

AL 36605

Business Contact Person Information

Name	Title	Phone	Email
MOHAMMED F EDHA	OWNER	(516) 534-6905	MOH_MN_339@ICLOUD.COM

Has any outstanding license and tax issues been addressed and corrected with this business? **YES**

What is/was the start date of this business? **01.01.2024**

The alcohol license will not be issued until two (2) letters of approval 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

City of Mobile Alcoholic Beverage License Application

<u>Application Date</u> 02/08/2024	<u>Application Type</u> TRANSFER - OWNERSHIP	<u>Application Number</u> 2024 - 5627	<u>License Number Assigned</u> 127377	<u>City Council Agenda Date</u> February 21, 2024
<u>License Type applied for with Alabama ABC Board</u> 050 - RETAIL BEER (OFF PREMISES ONLY)		<u>2nd License Type applied for with Alabama ABC Board</u> 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)		
Business Information				
<u>Legal Business Name</u> BIG MO FOOD MART LLC		<u>Trade Name (DBA)</u> BIG MO FOOD MART		
<u>Business Structure Type</u> LLC - LIMITED LIABILITY COMPANY	<u>Incorporation Date</u> 12.11.2023	<u>Entity ID</u> 001-111-450	<u>State</u> AL	<u>County</u> MOBILE
<u>Federal Tax ID (FEIN)</u> 93-4800935	<u>AL State Tax ID</u> R011983722			
<u>Physical Address of Business (Street Address, Suite #)</u> 1214 MICHIGAN AVENUE		<u>City</u> MOBILE	<u>State</u> AL	<u>Zip Code</u> 36605
<u>Mailing Address for Business (PO Box, Street Name, Suite #)</u> 1214 MICHIGAN AVENUE		<u>City</u> MOBILE	<u>State</u> AL	<u>Zip Code</u> 36605
<u>Primary Business Activity at this location</u> CONVENIENCE STORE		<u>If Location Transfer, Previous Street Address and Zip Code</u> N/A		
Business Contact Person Information				
<u>Name</u> MOHAMMED F EDHA	<u>Title</u> OWNER <input type="checkbox"/> POA	<u>Phone</u> (<u>Email</u> MOH_MN_339@ICLOUD.COM	
If TRANSFER of license, Previous Licensee Information				
<u>Legal Business Name</u> SM FOOD MART LLC		<u>Trade Name (DBA)</u> SM FOOD MART		
<u>License Type</u> 050/070 - RETAIL BEER & WINE (OFF PREMISES)	<u>License Number</u> 011615249	<u>Any ABC Pending Actions</u> NO PENDING ACTIONS		
Land/Building Information				
<u>Do you own or rent/lease the property?</u> RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED				
<u>Property Owner Name</u> SALEH AL TURKI		<u>Prop Owner Phone</u>	<u>Property Owner Email</u> RAMADHAN2014BETA@GMAIL.COM	
<u>Property Owner Address</u> 1 BREYDON COURT		<u>City</u> MOBILE	<u>State</u> AL	<u>Zip Code</u> 36608
<u>Bldg Square Footage</u> 2,800	<u>Bldg Seating Capacity</u> 0	<u>Restroom Facilities</u> YES	<u>Patio Area</u> NO	<u>Structure</u> SINGLE
				<u>License Covers</u> ENTIRE STRUCTURE
<p><u>Do the premises have a fully equipped and operational kitchen?</u> NO</p> <p><u>Is the business used to habitually and principally provide food to the public?</u> NO</p> <p><u>Is the business equipped with services and facilities for on premises consumption?</u> NO</p> <p><u>Will the business be operated primarily as a package store?</u> NO</p> <p style="text-align: right; font-size: 1.5em;">ME</p>				

City of Mobile Alcoholic Beverage License Application

Owner(s), Partners or Officers		Copy of Driver's License Must Be Provided for each Person			
Full Name (Last, First, Middle) EDHA, MOHAMMED FAISAL AMEEN		Title OWNER		Drivers License (State, Number)	
Home Street Address		City		State	Zip Code
Date of Birth	Place of Birth (City, State, Nation)		Social Security Number		Mobile Number
Have you been charged (whether convicted or not) with any law violations for the past ten (10) years?					
NO	If YES, 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	Address (Street, City, Zip)		
Full Name (Last, First, Middle) N/A		Title		Drivers License (State, Number)	
Home Street Address		City		State	Zip Code
Date of Birth	Place of Birth (City, State, Nation)		Social Security Number		Mobile Number
Have you been charged (whether convicted or not) with any law violations for the past ten (10) years?					
	If YES, 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	Address (Street, City, Zip)		
Power of Attorney (POA) Information			Copy of Driver's License Must Be Provided		
Full Name (Last, First, Middle) N/A		Title	Date of Birth	Drivers License (State, Number)	
Home Street Address		City	State	Zip Code	Phone Number

Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? **NO**

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

Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? **YES**

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

ME 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.

ME The undersigned, if issued a license 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 officer of the State, County or Municipality in which the licensed premises are located to enter and search without 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 or not, at any time.

ME 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.

ME The undersigned understands that the City 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 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 without prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

ME Applicant for the Alcoholic Beverage license, requested by the foregoing 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 herein, the applicant is the only person interested in the business for which license is requested.

ME 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.

Owner/Applicant Printed Name

Date

Mohammad F. Fana

2/8/24

Owner/Applicant Signature

Title

[Signature]

owner

Sworn to and subscribed before me this 8th day of FEBRUARY 2024

Notary Printed Name

Notary Signature

My (Notary) Commission Expires

R SHAWN SKINNER

R Shawn Skinner

November 19, 2025

Notary Stamp



CITY OF MOBILE
REVENUE DEPARTMENT

February 8, 2024



BIG MO FOOD MART
1214 MICHIGAN AVENUE
MOBILE, AL 36605 USA

ACCOUNT NUMBER: 127377 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>
1731191	12/2024	ALCOHOL APPLICATION FEE APPLICATION FEE	\$50.00	\$0.0	\$0.00	\$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

\$50.00*

*Additional penalties may apply when payment is rendered

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

<http://mobileselfservice.tylertech.com>

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT
PO BOX 3065
MOBILE, AL 36652-3065

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

02/08/2024 12:33PM JESSICA C
038492-0003

BUSINESS LICENSE

BIG MO FOOD MART LLC
127377
2024 Item: 1731191
ALCOHOL APPLICATION
FEE

Principal	\$50.00
Interest	\$0.00

\$50.00

Subtotal	\$50.00
TP CC FEE	\$2.50
Total	\$52.50

REVENUE CC \$52.50
MasterCard *****0282
Ref=2ba13340-c9c9-4164-bfa3-8db463125fcc
Auth=22412Z

Change due \$0.00

Paid by: EDHA/MOHAMMED



Thank you for your payment

CITY OF MOBILE COPY
DUPLICATE RECEIPT

This confirms that you have authorized
Tyler Technologies to collect a service
fee to complete this transaction. If
you have any questions regarding this
fee, contact Tyler Technologies'
customer service department at
TPCustomerService@TylerTech.com for
assistance.

Tyler Technologies, Inc



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
 Confirmation Number: 20240124135014909



NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

NOTE: A Copy of Operating Agreement Must be Attached To Application

CURRENT LICENSEE:
 SM FOOD MART LLC
 Address: 1214 MICHIGAN AVE
 MOBILE, AL 36605
 Telephone: 917-650-4442

NEW APPLICANT:
 BIG MO FOOD MART LLC
 Address: 1214 MICHIGAN AVE
 MOBILE, AL 36605
 Telephone: 516-534-6905

Current License No: 050-011615249
 070-011615249

LICENSED PREMISES ADDRESS: 1214 MICHIGAN AVE MOBILE, AL 36605

THE AFORENAMED HEREBY SERVE NOTICE TO THE ABC BOARD OF THE ATTACHED CONTRACTUAL AGREEMENT GOVERNING THE CONTINUATION OF SALES OF ALCOHOLIC BEVERAGES ON THE LICENSED PREMISES.

The Parties to this agreement hereby acknowledge and affirm that the New (Applicant) Licensee will, at all times, act as the AGENT for the Current (Named) Licensee, and the Current Licensee shall act as PRINCIPAL for the purposes of the attached Agreement. The Principal shall be bound by all acts and/or omissions of the Agent in the operation of the licensed premises.

The Current Licensee is now and shall remain liable for any violations of ABC Rules and Regulations or other Alabama Law for the duration of the attached Agreement; and, further, that the Current Licensee has the right and authority, under Alabama Law, to surrender the ABC License to the ABC Board at any time.

The parties acknowledge that the operation of the licensed premises shall remain subject to inspection by ABC Enforcement, and must comply with all State and Local regulations and Laws, and that the local ABC Enforcement District Office must be immediately notified of any change in the attached Agreement.

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 24 day of January, 2024.

CURRENT LICENSEE (NAMED ON LICENSE)

NEW LICENSEE (APPLICANT)

Print Name:

Title:

WITNESS: (By ABC Enforcement)

Revised 9/08

Print Name:

Title:



STATE OF ALABAMA

ALCOHOLIC BEVERAGE CONTROL BOARD

ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240124135014909

Type License: **050 - RETAIL BEER (OFF PREMISES ONLY)** State: County:

Type License: **070 - RETAIL TABLE WINE (OFF PREMISES ONLY)** State: County:

Trade Name: **BIG MO FOOD MART** Filing Fee:

Applicant: **BIG MO FOOD MART LLC** Transfer Fee: **\$100.00**

Location Address: **1214 MICHIGAN AVE MOBILE, AL 36605**

Mailing Address: **1214 MICHIGAN AVE MOBILE, AL 36605**

County: **MOBILE** Tobacco sales: **YES** Tobacco Vending Machines: **0**

Product Type: **03** Type Ownership: **LLC**

Book, Page, or Document info: 001-111-450

Do you sell Draft Beer?:

Date Incorporated: 12/11/2023 State incorporated: **AL** County Incorporated: **MOBILE**

Date of Authority: 12/11/2023

Federal Tax ID: 93-4800935

Alabama State Sales Tax ID: R011983722

Name:	Title:	Date and Place of Birth:	Residence Address:
MOHAMMED FAISAL AMEEN EDHA	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: **MOHAMMED EDHA**

Business Phone: 516-534-6905

Fax:

Home Phone: 516-534-6905

Cell Phone: 516-534-6905

E-mail: **MOH_MN_339@ICLOUD.COM**

PREVIOUS LICENSE INFORMATION:

Trade Name: **SM FOOD MART**

Applicant: **SM FOOD MART LLC**

Previous License Number(s)

License 1: 050-011615249

License 2: 070-011615249



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240124135014909

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: SM FOOD MART LLC 917-650-4442
What is lessors primary business? TOBACCO AND CONVENIENCE STORES
Is lessor involved in any way with the alcoholic beverage business? YES
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? NO
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? NO

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 2800 Display Square Footage:
Building seating capacity: 0 Does Licensed premises include a patio area? NO
License Structure: SINGLE STRUCTURE License covers: ENTIRE STRUCTURE
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

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

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240124135014909

Initial each

MS

In reference to law violations, I attest to the truthfulness of the responses given within the application.

MS

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

MS

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.

XXX

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.

XXX

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

MS

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

MS

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.

MS

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.

MS

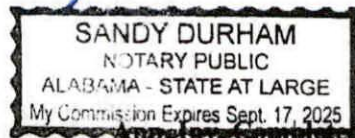
I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Mohammed F Edna

Signature of Applicant: [Signature]

Notary Name (print):

Notary Signature:



Commission expires:

Application Taken:

Submitted to Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to District Office:

Received from Local Government:

Forwarded to Central Office:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240124135014909

Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

Are members admitted by written application, investigation, and ballot?

Has Agent verified membership applications for each member listed?

Has at least 10% of members listed been confirmed and highlighted?

Agent's Initials:

For what purpose is the club organized?

Does the property used, as well as the advantages, belong to all the members?

Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

Is the lessor involved in any way with the alcohol beverage business?: SEMMES
QUIK STOP



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
MONTGOMERY, ALABAMA

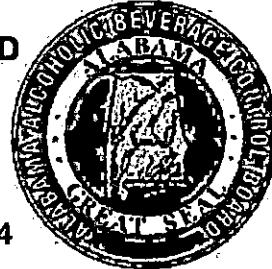
2023-2024

LICENSE EXPIRES SEPTEMBER 30, 2024
RENEW LICENSE(S) BEFORE AUGUST 1, 2024

Confirmation Number: 20230627000014560

Renewal Period: June 1, 2024 Through July 31, 2024

License Number: 011615249



County: MOBILE Tobacco Business Type: 41 Vending Machines: 0

Effective Date: 10/01/2023 Printed Date: 06/27/2023

Trade Name: SM FOOD MART

Licensee: SM FOOD MART LLC

Location: 1214 MICHIGAN AVE
MOBILE AL 36605

Mailing Address: 1214 MICHIGAN AVE
MOBILE AL 36605

050 RETAIL BEER (OFF PREMISES ONLY)

070 RETAIL TABLE WINE (OFF PREMISES ONLY)

990 TOBACCO AND ALTERNATIVE NICOTINE PRODUCTS
Product type: 3

These privileges have been issued under the provisions of Title 28, Code of Alabama (1975) effective on the date as shown above and continuing until expiration date set forth above unless sooner surrendered, suspended or revoked by the Board.

These privileges are not assignable and are valid for use only by the licensee named hereon at the location hereon designated. Witness the hand and seal of the ABC Board.

For questions or assistance go to our website www.alabcboard.gov click license and find the division contact number that services the county for this license.

110907

Carrie E. Stewart

ADMINISTRATOR





KAY IVEY
GOVERNOR

ALABAMA LAW ENFORCEMENT AGENCY

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



HAL TAYLOR
SECRETARY

December 21st, 2023

Dear Mr. Edha,

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 334-353-4340 if we may be of further assistance in this matter.

Respectfully,

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

XXXXXXXXXXXX STATE ABI SEARCH RESULT AND RAP SHEET XXXXXXXXXXXX

TCN: ----

NAME: EDHA. MOHAMMED FAISAL

SOC: -----

ABI RESULT: NON-IDENT

SID: -----

CERTIFIED COPY
OF ALBA DOCUMENT

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

PURPOSE: In order to form a Limited Liability Company (LLC) under Section 10A-5A-2.01 of the Code of Alabama 1975, this Certificate of Formation and the appropriate filing fees must be filed with the Office of the Secretary of State. The information required in this form is required by Title 10A.

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with Code of Alabama, Section 10A-1-5.06. You may use Professional or Series before Limited Liability Company or LLC (or PLLC or SLLC) if they apply:

BIG MO FOOD MART 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): MOHAMMED F EDHA

Street (no PO Boxes) address of registered office (must be located in Alabama):

1214 MICHIGAN AVE MOBILE, AL 36605

*COUNTY of above address: MOBILE

Mailing address in Alabama of registered office (if different from street address):

4. The undersigned certify that there is at least one member of the limited liability company.

(For SOS Office Use Only)

Alabama	
Sec. of State	
061-111-450	ELL
Date	12/11/2023
Time	15:52:00
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 1 / 1 / 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 0 : 0 ☒ 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).

12 / 11 / 2023

Date (MM/DD/YYYY)

MOHAMMED EDHA

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.

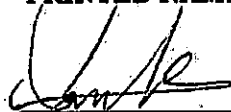
List of Current Member

The following individual is the only member of: Big Mo Food Mart LLC

NAME: Mohammed Edha

TITLE: MEMBER

Mohammed F Edha
PRINTED NAME OF MEMBER



SIGNATURE OF MEMBER

1/11/2024
DATE

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

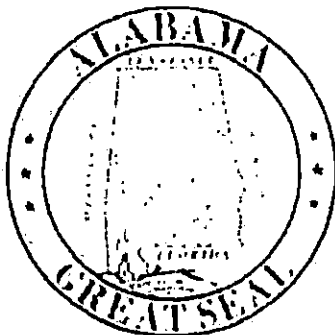
STATE OF ALABAMA

**I, Wes Allen, Secretary of State of Alabama, having custody of the
Great and Principal Seal of said State, do hereby certify that**

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama
1975, and upon an examination of the entity records on file in this office, the
following entity name is reserved as available:

BIG MO FOOD MART LLC

This name reservation is for the exclusive use of MOHAMMED EDHA, 1214
MICHIGAN AVE, MOBILE, AL 36605 for a period of one year beginning
December 11, 2023 and expiring December 11, 2024



RES128630

**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.**

December 11, 2023

Date

A handwritten signature in black ink, appearing to read 'Wes Allen', is written over a horizontal line.

Wes Allen

Secretary of State

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
PHILADELPHIA PA 19255-0023

003426.548760.0274.12691 1 MB 0.561 920



**BIG MO FOOD MART LLC
MOHAMMED EDHA SOLE MBR
1214 MICHIGAN AVE
MOBILE AL 36605**

Date of this notice: 12-14-2023

Employer Identification Number:
93-4800935

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 93-4800935. This EIN will identify your entity, 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 visit, www.irs.gov/einnotrequested.

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 944	01/31/2025
Form 940	01/31/2025
Form 943	01/31/2025

Your Form 11C and/or 730 becomes due the month after your wagering starts.

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 of 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.



2024
SALES TAX LICENSE
State of Alabama
Alabama Department of Revenue

ISSUED TO:

BIG MO FOOD MART LLC
1214 MICHIGAN AVE
MOBILE, AL 36605-1651

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R011983722	01/12/2024	12/31/2024

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975,
AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE

THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE.
THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF
BUSINESS.

NAICS CODE: 445131

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Gerald M. Stachurski

Deputy Commissioner



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

SEE COPY OF LEASE AGREEMENT

Ownership Type

Company Name

The above described property is ☐ Owned ☒ Leased to/by

BIG MO FOOD MART LLC

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

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

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

Sworn to and subscribed before me this 7th day of February 2024

Notary Printed Name <u>Mary T Spillers</u>	Notary Signature <u>Mary T Spillers</u>	My (Notary) Commission Expires <u>4-4-26</u>
Notary Stamp	Owner of Property (Print Name) <u>SALEH AL TURKI</u>	Applicant Name (Print Name) <u>MOHAMMED F EDHA</u>



Saleh Al Turki
Owner of Property (Signature)

Mohammed F Edha
Applicant Name (Signature)

Street Address

1 BREYDON COURT

City, State, Zip

MOBILE AL 36608

Date Agreement Signed

Street Address

1214 MICHIGAN AVE

City, State, Zip

MOBILE AL 36605

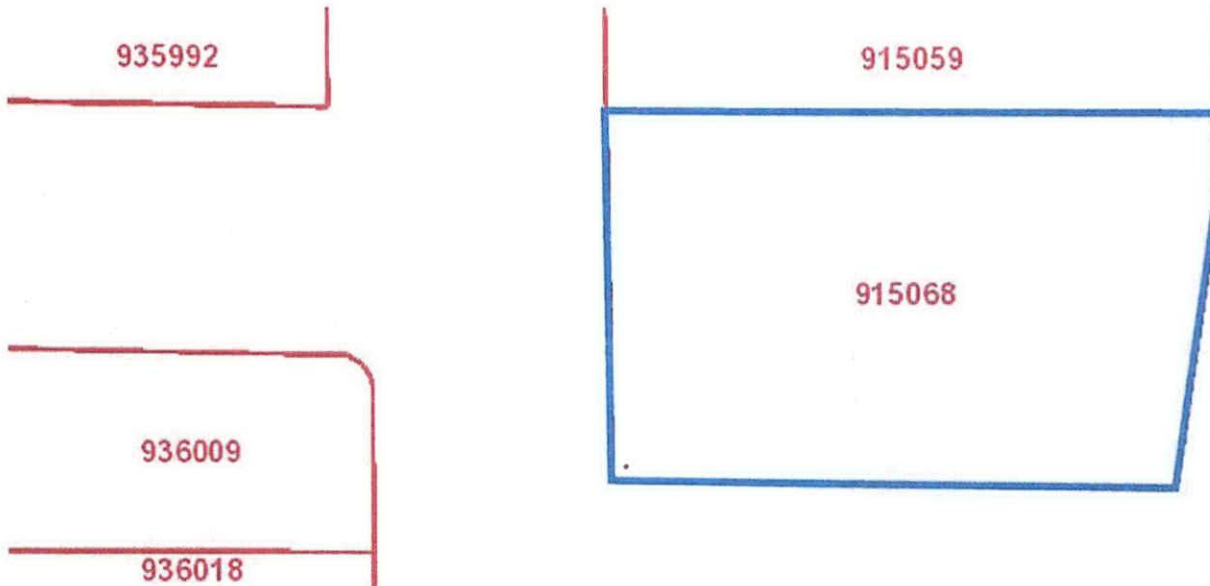
Date Agreement Signed

| Application Property Ownership

Mobile County Property Search

Key Number: 915068 For Year 2023

📍 Map



Property Details**Account**

Key Number: 915068
Legal Description: LOT B NGUYEN S/D MBK 92/121 #SEC 27 T4S R1W #MP29 10 27 3 003
Parcel Number: 2910273003048XXX
Type: Real
Property Class: 2

Location

Address: 1214 MICHIGAN AVE MOBILE, AL 36605-1651

Owner

Name: LIM KOUNG
Mailing Address: 7325 CYPRESS AVE
DAPHNE, AL 36526-4347

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

Property Values

Information for address: 1214 MICHIGAN AVE

Parcel Information:

Key / ID:

[00915068 / R022910273003048.000](#)

Owner:

Lim Koung
7325 Cypress Ave

Daphne, AL 36526

Subdivision:

Jurisdiction:

[City of Mobile](#)

Neighborhood Renewal District:

Community Block Grant Area

Revenue District:

2

Township/Range/Section:

4s1w27

Tract Census 2010:

001400

Zipcode:

Mobile

•

Historic District:

N/A

•

XY Location(NAD83 State Plane AL West 102 Ft):

X: 1788628.494

Y: 241676.353

•

Zoning:

[Check zoning on Planning & Zoning](#)

Services:

Community Action Group:

Maysville

Fire District:

Fire Station 11 Willett

Garbage Pickup Day:

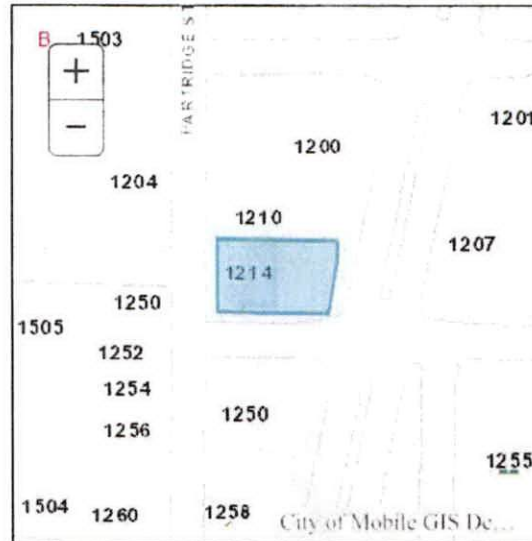
Thursday-East - Route G

Police Precinct / Beat:

Precinct - 1 / Beat - 14

Trash Pickup Day/ Unit:

Monday South - biweekly / Td-10



Political:

City Council District:

[2 - William Carroll](#)

County Commissioner District: [1](#)

State House District: [103](#)

State Senate District: [33](#)

School:

Elementary School District:

[Craighead](#)

High School District:

[Williamson](#)

Middle School District:

[Williamson Preparatory](#)

School Board District: [4](#)

Flooding Information:

•

Flood Zone:

[Check flood zone on City Map](#)

Disclaimer: This document is not a legal document. The information and map shown on this document was compiled from various sources and subject to constant revision. This document, map should not be used to determine the relationship of various facilities to property lines, streets, buildings, etc. This is an advisory tool and is intended to be used for general public inquiry only.

COMMERCIAL LEASE AGREEMENT

THIS LEASE (this "Lease") dated this 12 day of December, 2023

BETWEEN:

ME ST

~~SALAH AL-FURJAN~~ SM FOOD MART LLC of 5600 Lott Rd Suite B, Eight Mile, AL.
36613, USA

Telephone: _____
(the "Landlord")

OF THE FIRST PART

ME ST

- AND -

ME

~~MOHAMMED E. EDHA~~ & BIG MO FOOD MART LLC of 1214 Michigan Ave, Mobile, AL.
36605, USA

Telephone: _____
(the "Tenant")

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

Definitions

1. When used in this Lease, the following expressions will have the meanings indicated:
 - a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;
 - b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at 1214 Michigan Ave, Mobile, AL, 36605, USA, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;

- c. "Common Areas and Facilities" mean:
 - i. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to be leased to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises; security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and
 - ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;
- d. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the center line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;
- e. "Premises" means the retail store at 1214 Michigan Ave, Mobile, AL 36605, USA.
- f. "Rent" means the total of Base Rent and Additional Rent.

Intent of Lease

- 2. It is the intent of this Lease and agreed to by the Parties to this Lease that rent for this Lease will be on a gross rent basis meaning the Tenant will pay the Base Rent and any Additional Rent and the Landlord will be responsible for all other service charges related to the Premises and the operation of the Building save as specifically provided in this Lease to the contrary.

Leased Premises

3. The Landlord agrees to rent to the Tenant the retail store municipally described as 1214 Michigan Ave. Mobile, AL 36605, USA (the "Premises").
4. The Premises will be used for only the following permitted use: convenience store (the "Permitted Use").
5. While the Tenant, or an assignee or subtenant approved by the Landlord, is using and occupying the Premises for the Permitted Use and is not in default under the Lease, the Landlord agrees not to Lease space in the Building to any tenant who will be conducting in such premises as its principal business, the services of: convenience store.
6. Subject to the provisions of this Lease, the Tenant is entitled to the exclusive use of the following parking on or about the Premises: 15 parking spaces in close proximity to building (the "Parking"). Only properly insured motor vehicles may be parked in the Tenant's Parking.

Term

7. The term of the Lease commences at 12:00 noon on ~~November 1, 2023~~ and ends at 12:00 noon on October 31, 2028 (the "Term"). ST ME
DECEMBER 12
8. Should the Tenant remain in possession of the Premises with the consent of the Landlord after the natural expiration of this Lease, a new tenancy from month to month will be created between the Landlord and the Tenant which will be subject to all the terms and conditions of this Lease but will be terminable upon either party giving one month's notice to the other party.
9. Upon 30 days notice, the Landlord may terminate the tenancy under this Lease if the Tenant has defaulted in the payment of any portion of the Rent when due.
10. Upon 60 days notice, the Landlord may terminate the tenancy under this Lease if the Tenant fails to observe, perform and keep each and every of the covenants, agreements, stipulations, obligations, conditions and other provisions of this Lease to be observed, performed and kept by the Tenant and the Tenant persists in such default beyond the said 60 days notice.

Rent

11. Subject to the provisions of this Lease, the Tenant will pay a base rent of \$4,500.00, payable per month, for the Premises (the "Base Rent"), without setoff, abatement or deduction. In addition to the Base Rent, the Tenant will pay for any fees or taxes arising from the Tenant's business.

12. The Tenant will pay the Base Rent on or before the first of each and every month of the Term to the Landlord at 5600 Lott Rd Suite B, Eight Mile, AL 36613, USA, or at such other place as the Landlord may later designate.
13. The Base Rent for the Premises will increase over the Term of the Lease as follows: 5% increase at the end of each 5 year interval beginning 2028.
14. The Tenant will be charged an additional amount of \$50.00 for any late payment of Rent.
15. The Tenant will be given a grace period of 5 days to pay Rent before late payment fees are charged.
16. No acceptance by the Landlord of any amount less than the full amount owed will be taken to operate as a waiver by the Landlord for the full amount or in any way to defeat or affect the rights and remedies of the Landlord to pursue the full amount.

Guarantees

17. The Guarantor guarantees to the Landlord that the Tenant will comply with the Tenant's obligations under this Lease and agrees to compensate the Landlord in full on demand for all liability resulting from any failure by the Tenant to comply with any of the Tenant's obligations under this Lease.
18. The Guarantor's obligations remain fully effective even if this Lease is disclaimed, the Landlord gives the Tenant extra time to comply with any obligation, the Landlord previously waives a default of the Tenant under this Lease, or the Landlord does not insist on strict compliance with the Lease's terms.

Use and Occupation

19. The Tenant will open the whole of the Premises for business to the public fully fixtured, stocked and staffed on the date of commencement of the Term and throughout the Term, and will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord.
20. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, state, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.
21. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with any statute, including any subordinate legislation, which is in force now or in the future and taking

into account any amendment or re-enactment, or any government department, local authority, other public or competent authority or court of competent jurisdiction and of the insurers in relation to the use, occupation and enjoyment of the Building (including in relation to health and safety compliance with the proper practice recommended by all appropriate authorities).

Quiet Enjoyment

22. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

Distress

23. If and whenever the Tenant is in default in payment of any money, whether hereby expressly reserved or deemed as Rent, or any part of the Rent, the Landlord may, without notice or any form of legal process, enter upon the Premises and seize, remove and sell the Tenant's goods, chattels and equipment from the Premises or seize, remove and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress.

Overholding

24. If the Tenant continues to occupy the Premises without the written consent of the Landlord after the expiration or other termination of the Term, then, without any further written agreement, the Tenant will be a month-to-month tenant at a minimum monthly rental equal to twice the Base Rent and subject always to all of the other provisions of this Lease insofar as the same are applicable to a month-to-month tenancy and a tenancy from year to year will not be created by implication of law.

Additional Rights on Reentry

25. If the Landlord reenters the Premises or terminates this Lease, then:
- a. notwithstanding any such termination or the Term thereby becoming forfeited and void, the provisions of this Lease relating to the consequences of termination will survive;
 - b. the Landlord may use such reasonable force as it may deem necessary for the purpose of gaining admittance to and retaking possession of the Premises and the Tenant hereby releases the Landlord from all actions, proceedings, claims and demands whatsoever for and in respect of any such forcible entry or any loss or damage in connection therewith or consequential thereupon;

- e. the Landlord may expel and remove, forcibly, if necessary, the Tenant, those claiming under the Tenant, and their effects, as allowed by law, without being taken or deemed to be guilty of any manner of trespass;
- d. in the event that the Landlord has removed the property of the Tenant, the Landlord may store such property in a public warehouse or at a place selected by the Landlord, at the expense of the Tenant. If the Landlord feels that it is not worth storing such property given its value and the cost to store it, then the Landlord may dispose of such property in its sole discretion and use such funds, if any, towards any indebtedness of the Tenant to the Landlord. The Landlord will not be responsible to the Tenant for the disposal of such property other than to provide any balance of the proceeds to the Tenant after paying any storage costs and any amounts owed by the Tenant to the Landlord;
- e. the Landlord may relet the Premises or any part of the Premises for a term or terms which may be less or greater than the balance of the Term remaining and may grant reasonable concessions in connection with such reletting including any alterations and improvements to the Premises;
- f. after reentry, the Landlord may procure the appointment of a receiver to take possession and collect rents and profits of the business of the Tenant, and, if necessary to collect the rents and profits the receiver may carry on the business of the Tenant and take possession of the personal property used in the business of the Tenant, including inventory, trade fixtures, and furnishings, and use them in the business without compensating the Tenant;
- g. after reentry, the Landlord may terminate the Lease on giving 5 days' written notice of termination to the Tenant. Without this notice, reentry of the Premises by the Landlord or its agents will not terminate this Lease;
- h. the Tenant will pay to the Landlord on demand:
 - i. all rent, Additional Rent and other amounts payable under this Lease up to the time of reentry or termination, whichever is later;
 - ii. reasonable expenses as the Landlord incurs or has incurred in connection with the reentering, terminating, reletting, collecting sums due or payable by the Tenant, realizing upon assets seized; including without limitation, brokerage, fees and expenses and legal fees and disbursements and the expenses of keeping the Premises in good order, repairing the same and preparing them for reletting; and

- iii. as liquidated damages for the loss of rent and other income of the Landlord expected to be derived from this Lease during the period which would have constituted the unexpired portion of the Term had it not been terminated, at the option of the Landlord, either:
 - 1. an amount determined by reducing to present worth at an assumed interest rate of twelve percent (12%) per annum all Base Rent and estimated Additional Rent to become payable during the period which would have constituted the unexpired portion of the Term, such determination to be made by the Landlord, who may make reasonable estimates of when any such other amounts would have become payable and may make such other assumptions of the facts as may be reasonable in the circumstances; or
 - 2. an amount equal to the Base Rent and estimated Additional Rent for a period of six (6) months.

Renewal of Lease

26. Upon giving written notice no later than 60 days before the expiration of the Term, the Tenant may renew this Lease for an additional term. All terms of the renewed lease will be the same except for any signing incentives/inducements and this renewal clause and the amount of the rent. If the Landlord and the Tenant cannot agree as to the amount of the Rent, the amount of the Rent will be determined by mediation. The Rent should be determined taking into consideration the market rent of similarly improved premises in the market, as well as the location, use, age, and size of premises.

Tenant Improvements

27. The Tenant will obtain written permission from the Landlord before doing any of the following:
- a. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Premises;
 - b. removing or adding walls, or performing any structural alterations;
 - c. changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units;
 - d. subject to this Lease, placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for advertising or any other purpose;

- e. affixing to or erecting upon or near the Premises any radio or TV antenna or tower, or satellite dish; or
- f. installing or affixing upon or near the Premises any plant, equipment, machinery or apparatus without the Landlord's prior consent.

Utilities and Other Costs

28. The Tenant is responsible for the direct payment of the following utilities and other charges in relation to the Premises: electricity, natural gas, water, sewer, telephone, internet and cable.
29. The Tenant will also directly pay for the following utilities and other charges in relation to the Premises:

[illegible]

Insurance

30. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Tenant's policy of insurance.
31. The Tenant is responsible for insuring the Landlord's contents and furnishings in or about the Premises for either damage and loss for the benefit of the Landlord.
32. The Tenant is responsible for insuring the Premises for damage or loss to the structure, mechanical or improvements to the Building on the Premises for the benefit of the Tenant and the Landlord. Such insurance should include such risks as fire, theft, vandalism, flood and disaster.
33. The Tenant is responsible for insuring the Premises for liability insurance for the benefit of the Tenant and the Landlord.

34. The Tenant will provide proof of such insurance to the Landlord upon the issuance or renewal of such insurance.

Abandonment

35. If at any time during the Term, the Tenant abandons the Premises or any part of the Premises, the Landlord may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, relet the Premises, or any part of the Premises, for the whole or any part of the then unexpired Term, and may receive and collect all rent payable by virtue of such reletting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired Term, if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of the reletting. If the Landlord's right of reentry is exercised following abandonment of the premises by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

Governing Law

36. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Alabama, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

37. If there is a conflict between any provision of this Lease and the applicable legislation of the State of Alabama (the "Act"), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

Assignment and Subletting

38. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises. An assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

Bulk Sale

39. No bulk sale of goods and assets of the Tenant may take place without first obtaining the written consent of the Landlord, which consent will not be unreasonably withheld so long as the Tenant and the Purchaser are able to provide the Landlord with assurances, in a form satisfactory to the Landlord, that the Tenant's obligations in this Lease will continue to be performed and respected, in the manner satisfactory to the Landlord, after completion of the said bulk sale.

Maintenance

40. The Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the Term and any renewal of this Lease.
41. In particular, the Tenant will keep the fixtures in the Premises in good order and repair. The Tenant will, at Tenant's sole expense, make all required repairs to the plumbing, range, heating apparatus, and electric and gas fixtures whenever damage to such items will have resulted from the Tenant's misuse, waste, or neglect or that of the Tenant's employee, family, agent, or visitor.
42. The Tenant will be responsible at its own expense to replace all electric light bulbs, tubes, ballasts or fixtures serving the Premises.
43. Where the Premises has its own sidewalk, footpath, entrance, driveway or carpark which is for the exclusive use of the Tenant and its guests, the Tenant will keep the footpath, entrance, driveway or parking space clean, tidy and free of objectionable material including dirt, debris, snow and ice.
44. Where the Premises has its own garden or grass area which is for the exclusive use of the Tenant and its guests, the Tenant will water, fertilize, weed, cut and otherwise maintain the garden or grass area in a reasonable condition including any trees or shrubs in or about the Premises.
45. The Tenant will also perform the following maintenance in respect to the Premises: Tenant should keep premises in good repair.

Care and Use of Premises

46. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.
47. Vehicles which the Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted in the Tenant's parking stall(s), and such vehicles may be towed away at the Tenant's expense. Parking facilities are provided at the Tenant's own risk. The Tenant is required to park in only the space allotted to them.

- 48. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.
- 49. The Tenant will not engage in any illegal trade or activity on or about the Premises.
- 50. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

Surrender of Premises

- 51. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

Hazardous Materials

- 52. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

Rules and Regulations

- 53. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

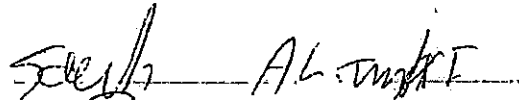
General Provisions

- 54. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
- 55. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
- 56. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recoverable by the Landlord as rental arrears.
- 57. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
- 58. Time is of the essence in this Lease.

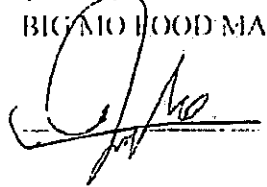
59. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party to this Lease except to the extent incorporated in this Lease. In particular, no warranties of the Landlord not expressed in this Lease are to be implied.

IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this 1 day of November, 2023

SM FOOD MART LLC (Landlord)



BIG MO FOOD MART LLC (Tenant)





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

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

BIG MO FOOD MART LLC

Trade Name (DBA)

BIG MO FOOD MART

Location Address

1214 MICHIGAN AVENUE

MOBILE AL 36605

Application Number

2024 - 5627

Post Date

02/08/2024

That public hearing on said application has been set before
the City Council @ 1030am on Tuesday

February 21, 2024

Date

at the Government Plaza Auditorium (1st floor) located at 205 Government Street, Mobile Alabama. 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 addressed to the City of Mobile City Clerk Office

Applicant Signature

Revenue Dept Representative

R Shawn Skinner


In accordance to City of Mobile Code, 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.

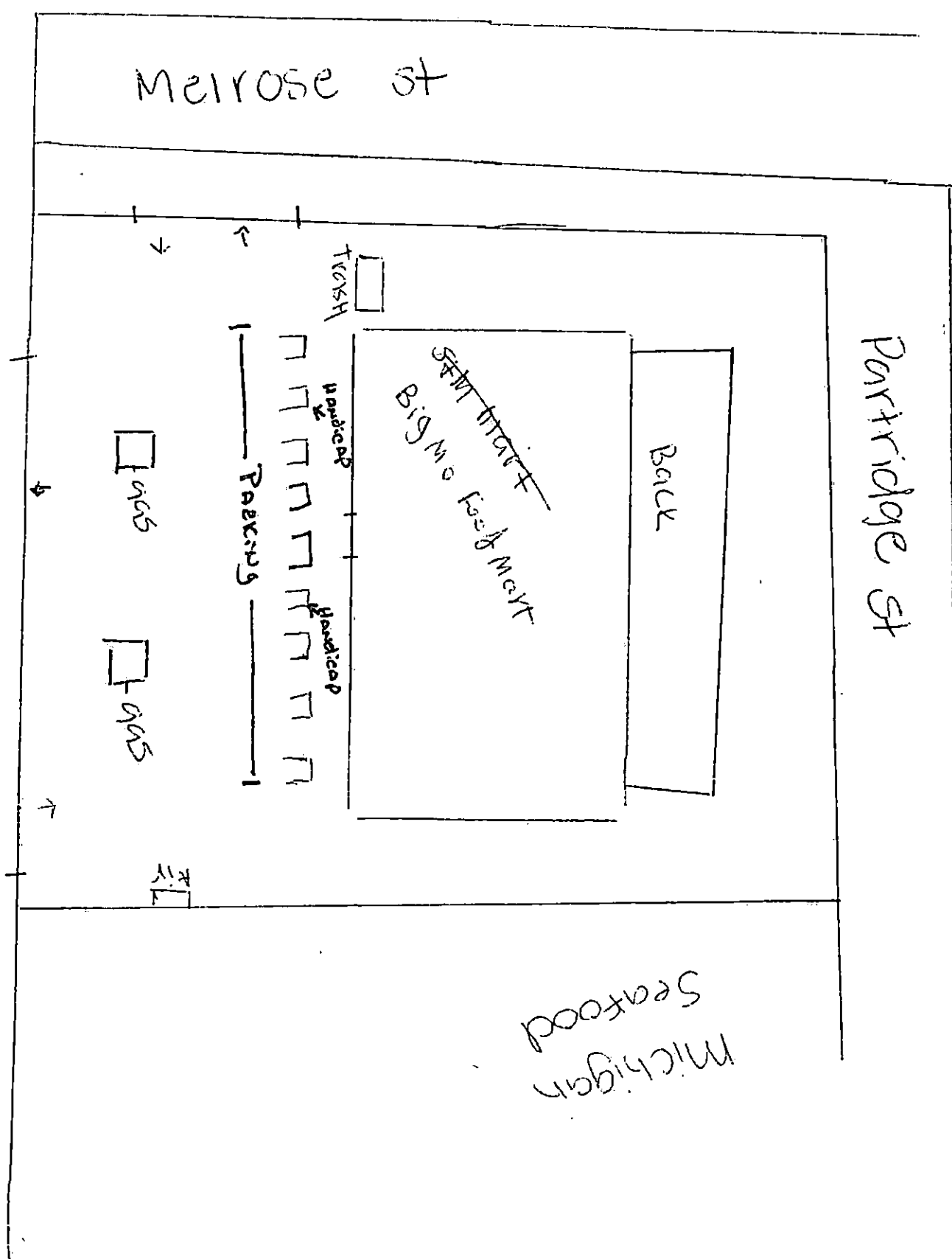


CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

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 <input type="checkbox"/> Sole Proprietorship <input checked="" type="checkbox"/> Limited Liability Company (LLC) <input type="checkbox"/> Corporation		Application Type <input type="checkbox"/> New Business <input checked="" type="checkbox"/> New Owner <input type="checkbox"/> Location Change		Transfer - License? <input type="checkbox"/> No <input type="checkbox"/> Yes Relocation Date:		Description/Type <input checked="" type="checkbox"/> Convenience/Grocery Store <input type="checkbox"/> Hotel <input type="checkbox"/> Lounge/Bar <input type="checkbox"/> Package Store <input type="checkbox"/> Restaurant <input type="checkbox"/> Other	
License Type Applied for with AL ABC Board (MUST match with ABC Board) - check ALL that apply <input type="checkbox"/> 010 - Lounge Retail Liquor (Class I) <input type="checkbox"/> 011 - Lounge Retail Liquor (Class II) - Package Store <input type="checkbox"/> 020 - Restaurant Retail Liquor <input type="checkbox"/> 040 - Retail Beer (On/Off Premises) <input checked="" type="checkbox"/> 050 - Retail Beer (Off Premises Only) <input type="checkbox"/> 060 - Retail Table Wine (On/Off Premises) <input checked="" type="checkbox"/> 070 - Retail Wine (Off Premises Only) <input type="checkbox"/> 090 - Wholesale - Beer <input type="checkbox"/> 100 - Wholesale - Wine <input type="checkbox"/> 110 - Wholesale - Beer & Wine <input type="checkbox"/> 140 - Special Events Retail <input type="checkbox"/> 160 - Special Events - More than 30 Days <input type="checkbox"/> 200 Manufacturer <input type="checkbox"/> 220 BrewPub							
Legal Business Name BIG MO FOOD MART LLC				Trade Name (DBA)			
Company Physical Address (Street Address, Suite #) 1214 MICHIGAN AVE				City MOBILE	State AL	Zip Code 36605	
Business Contact Person Information							
Name MOHAMMED F EDHA		Title OWNER		Phone (516) 534-6905		Email MOH_MN_339@ICLOUD.COM	
URBAN DEVELOPMENT DEPARTMENT USE ONLY							
Building Sq Footage 2,800	Parking Provided 9	Parking Required 9	Compliance Yes		Zoning B-2	Approved Yes	
Comments							
Print Name Payton Rogers		Signature 		Digitally signed by Payton W. Rogers Location: Mobile, AL Contact Info: 251-208-5895 Date: 2024.02.09 11:17:43-0600		Date 2/9/2024	



Michigan Ave



AGENDA ITEM SUMMARY SHEET

Agenda of:2/20/2024

Submitted by:

Gary Jackson, Municipal Enforcement Deputy Director

Sponsored by:

Councilmember Cory Penn - District 1

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

2/20/2024

Funding Source

Project # 2704 Greenback Drive - ME-093-23

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 2704 Greenback Drive	Cover Memo	2/15/2024

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	2/15/2024 - 12:52 PM

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 **2704 GREENBACK DRIVE** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: **Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 4, 5, 6, 7 and 8; and**

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **2704 GREENBACK DRIVE** described as:

LOT 19 UNIT 2 PARADISE PARK SUB MBK 6/281 GRT SEC 44 T4S
R1W #SEC 44 T4S R1W #MP29 02 44 0 012

Parcel Number: 29 02 44 0 012 228

Last Assessed to: LAWRENCE DEBRA ELAINE, LLOYD A LAWRENCE, FLOYD E LAWRENCE C/O ADELL WARD

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

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

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

February 9, 2024



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: **Nuisance Abatement Hearing Request**

Please place the following notice on the City Council agenda for **Tuesday, February 20, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2704 GREENBACK DRIVE.**
OWNED BY OR MAY HAVE AN INTEREST: **LAWRENCE DEBRA ELAINE, LLOYD A LAWRENCE,**
FLOYD E LAWRENCE C/O ADELL WARD IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE
NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See
attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 02 44 0 012 228

COUNCIL DISTRICT 1 – CORY PENN

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

GJ/md



City of Mobile
Blight Survey Rentals 2023

Report Date: Friday, July 28, 2023

Property Address

2704 GREENBACK DR

Property Details

PARCEL KEY	00661705	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	COMPLETE	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	1
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	N
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS		ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMPROMISED	Y
SURVEY DATE		COMMENTS	

Property Score

SCORE	76	SCORE DESCRIPTION	Demo
-------	----	-------------------	------

Notes

12/11

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE

10/18/25

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 12/15/2023

Property Address: 2704 Greenback Drive

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



February 9, 2024

State of Alabama
County of Mobile

Subject Property – 2704 Greenback Drive.

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

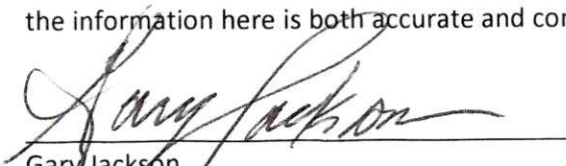
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **36** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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


Gary Jackson,
Municipal Enforcement Deputy Director

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement



Owners
2704 Greenback Drive
Mobile, AL 36617-1831

December 20, 2023

RE: **2704 Greenback Drive**
Project Number: ME-093-23

Dear Owners:

On December 15, 2023 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 2704 Greenback Drive.

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

LOT 19 UNIT 2 PARADISE PARK SUB MBK 6/281 GRT SEC 44 T4S
R1W #SEC 44 T4S R1W #MP29 02 44 0 012

Parcel Number: 29 02 44 0 012 228

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 **February 3, 2024**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **February 3, 2024**, provide the Code Official with a work plan to accomplish the repairs by **February 3, 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 **February 3, 2024**, which is 45 days from the date of this NOTICE.

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

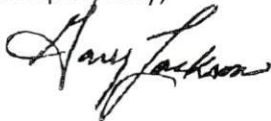
IV. **NOTICE** is hereby given that on **February 13, 2024 at 10:30 a.m.**, a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is 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/removal of debris

- 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: 2704 Greenback Drive

Date: December 1, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: October 29, 2023

Per the Title Report, the owners are: Debra Elaine Lawrence, Lloyd A. Lawrence, Dave M. Boykin and heirs of deceased owners Floyd E. Lawrence DOD 11/19/2017 and Sonjia Boykin Hill DOD 10/25/2005.

NOTES: I could not locate an obituary for Floyd Lawrence with heirs. Listed relatives found on LexisNexis.

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|--|--|
| 1 | Owners
2704 Greenback Dr
Mobile AL 36617-1831 | Revenue Commission property address/subject property |
| 2 | Adell Ward
65565 Acoma Ave SPC 52
Desert Hot Springs CA 92240-3510 | Payee of property taxes from 2017 until 2023
Phone number 323-610-0633 good 10/2023
Phone number 323-972-7221 good 9/2023
Phone number 310-447-4798 good 10/2023
Address good 9/2006 – 10/2023 |
| 3 | Adell Ward
2626 ½ Wellington Rd
Los Angeles CA 90016-3043 | Payee of property taxes from 2017 until 2023
Address on Revenue Commission website as mailing address |
| 4 | Lloyd A Lawrence
4518 Brunswick Dr
Eight Mile AL 36613-3306 | Owner
LexisNexis address good 10/2023
Phone number 470-501-6442 good 1/2022
Phone number 251-423-7006 good 5/2023
Phone number 334-452-3490 good 12/2023 |
| 5 | Lloyd A Lawrence
1103 Alba St
Mobile AL 36605-1544 | Owner
LexisNexis address good 1/2019 |

- | | | |
|----|--|--|
| 6 | Dave M. Boykin
1519 Garwood Ave
Mobile AL 36618-3133 | Owner
LexisNexis address good 5/1976 – 9/2023
Phone number 251-753-5952 good 8/2023 |
| | | |
| 7 | Dave M. Boykin
512 Tradition Way
Mobile AL 36609-4536 | Owner
LexisNexis address good 2022 |
| | | |
| 8 | Dave M. Boykin
413 W Turner Rd
Mobile AL 36610-5404 | Owner
LexisNexis address good 6/2023 |
| | | |
| 9 | Dave M. Boykin
608 S College St
Mobile AL 36610-4462 | Owner
LexisNexis address good 2022 |
| | | |
| 10 | Debra Elaine Lawrence
7206 Russell Rd
Durham NC 27712-9633 | Owner
LexisNexis address good 9/2023
Phone number 919-521-7431 good 10/2023
Phone number 919-973-3564 good 10/2023 |
| | | |
| 11 | Samarlos B Scott
860 Parkwood Dr W
Mobile AL 36608-6020 | Heir/son of Sonjia Boykin Hill DOD 10/25/2005
LexisNexis address good 11/2023
Phone number 251-380-2066 good 12/2023
Phone number 251-471-7919 good 12/2023 |
| | | |
| 12 | Samarlos B Scott
1250 Partridge St
Mobile AL 36605-4872 | Heir/son of Sonjia Boykin Hill DOD 10/25/2005
LexisNexis address good 8/2021 |
| | | |
| 13 | Samarlos B Scott
1252 Partridge St
Mobile AL 36605-4872 | Heir/son of Sonjia Boykin Hill DOD 10/25/2005
LexisNexis address good 6/2021 |
| | | |
| 14 | Larriet D Boykin aka Larriet D.
Boykin Conner
1704 Buck St
Mobile AL 36604-1060 | Heir of Sonjia Boykin Hill DOD 10/25/2005
LexisNexis address good 10/2023
Phone number 251-622-7992 good 3/2023
Phone number 251-382-9114 good 10/2023
Phone number 251-438-3702 good 5/2022 |
| | | |
| 15 | Larriet D Boykin & Demarkus B.
Boykin
352 S Broad St
Mobile AL 36603-1120 | Heirs of Sonjia Boykin Hill DOD 10/25/2005
LexisNexis address good 10/2023 |

- 16 DeMarkus B. Boykin
612 Morgan Ave
Mobile AL 36606-1532
Heir/son of Sonjia Boykin Hill DOD 10/25/2005
LexisNexis address good 10/2021
Phone number 251-405-7000 good 11/2017
- 17 Georgia M Lawrence
4517 Brunswick Dr Unit 4
Eight Mile AL 36613-3321
Heir/wife of Floyd Lawrence DOD 11-19-2017
LexisNexis address good 9/2023
Phone number 334-544-4990 good 8/2023
Phone number 470-501-6442 good 2/2023
Phone number 251-452-6446 good 8/2023
- 18 Georgia M Lawrence
4136 Jamett Cir
Eight Mile AL 36613-3229
Heir/wife of Floyd Lawrence DOD 11-19-2017
LexisNexis address good 2/2019
- 19 18 Armondo V Lawrence
4235 Golfway Dr
Eight Mile AL 36613-3737
Heir/grandson of Floyd Lawrence DOD 11-19-2017
LexisNexis address good 9/2023
Phone number 251-456-5762 good 11/2022
Phone number 470-854-3200 good 6/2023
Phone number 470-501-6442 good 1/2022
- 20 19 Armondo V Lawrence
4140 Kimlie Ct
Decatur GA 30035-1029
Heir/grandson of Floyd Lawrence DOD 11-19-2017
LexisNexis address good 6/2023
Phone number 251-423-7006 good 5/2023
- 21 20 Armondo V Lawrence
800 Marietta St NW
Atlanta GA 30318-5783
Heir/grandson of Floyd Lawrence DOD 11-19-2017
LexisNexis address good 6/2023
- 22 21 Armondo V Lawrence
904 Murfreesboro Rd
Lebanon TN 37090-5351
Heir/grandson of Floyd Lawrence DOD 11-19-2017
LexisNexis address good 2/2023
- 23 22 Armondo V Lawrence
507 Pegg Rd SW
Atlanta GA 30315-7215
Heir/grandson of Floyd Lawrence DOD 11-19-2017
LexisNexis address good 10/2022
- 24 23 Armondo V Lawrence
4031 Airport Blvd Apt 103
Mobile AL 36606-2246
Heir/grandson of Floyd Lawrence DOD 11-19-2017
LexisNexis address good 2/2023
- 25 24 Armondo V Lawrence
4518 Brunswick Dr
Eight Mile AL 36613-3306
Heir/grandson of Floyd Lawrence DOD 11-19-2017
LexisNexis address good 12/2022

- 26 25 Armondo V Lawrence
4235 Goldwater Dr
Eight Mile AL 36613
Heir/grandson of Floyd Lawrence DOD 11-19-2017
LexisNexis address good 10/2021
- 27 26 Armondo V Lawrence
2702 Farnell Dr
Mobile AL 36605-2716
Heir/grandson of Floyd Lawrence DOD 11-19-2017
LexisNexis address good 10/2020
- 28 27 Armondo V Lawrence
4517 Brunswick Dr Apt 8
Eight Mile AL 36613-3321
Heir/grandson of Floyd Lawrence DOD 11-19-2017
LexisNexis address good 2/2023
- 29 28 Jermarlus Xzavier Lawrence
5867 Sheldon Ct Apt B
Atlanta GA 30349-5261
Heir/son of Floyd Lawrence DOD 11-19-2017
LexisNexis address good 9/2023
Phone number 281-871-8305 good 6/2023
- 30 29 Jermarlus Xzavier Lawrence
75 Shadowood Ln
Carrollton GA 30116-9726
Heir/son of Floyd Lawrence DOD 11-19-2017
LexisNexis address good 11/2023
- 31 30 Jermarlus Xzavier Lawrence
2800 Hirshfield Rd Apt 182
Spring TX 77373-7478
Heir/son of Floyd Lawrence DOD 11-19-2017
LexisNexis address good 5/2023
- 32 31 Jermarlus Xzavier Lawrence
3125 Wayward Dr
Marietta GA 30066-4153
Heir/son of Floyd Lawrence DOD 11-19-2017
LexisNexis address good 7/2022
- 33 32 Jermarlus Xzavier Lawrence
17231 Oakwood Chase Dr
Spring TX 77379-5165
Heir/son of Floyd Lawrence DOD 11-19-2017
LexisNexis address good 5/2019
- 34 33 Jermarlus Xzavier Lawrence
2133 Beaver Bend Rd
Houston TX 77088-1713
Heir/son of Floyd Lawrence DOD 11-19-2017
LexisNexis address good 4/2020
- 35 34 Dominique Trayvond Lawrence
820 N Carolina St
Mobile AL 36603-1208
Heir/grandchild of Floyd Lawrence DOD 11-19-2017
LexisNexis address good 9/2023
Phone number 682-367-8842

36 35 Dominique Trayvond Lawrence Heir/grandchild of Floyd Lawrence DOD 11-19-
1008 E Daggett Ave 2017
Fort Worth TX 76104-1547 LexisNexis address good 8/2021

TAX STATUS: TAXES ARE CURRENT

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Debra Elaine Lawrence, Lloyd A. Lawrence, Floyd E. Lawrence, Dave M. Boykin, and Sonjia M. Hill, filed on October 20, 2023, recorded on November 14, 2023, instrument number 2023067152.



AGENDA ITEM SUMMARY SHEET

Agenda of:2/20/2024

Submitted by:

Gary Jackson, Deputy Director of Municipal Enforcement

Sponsored by:

Councilmember - Cory Penn - District 1

Purpose and Scope of Project:

Declaring The Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

2/20/2024

Renewal Date of Contract:

2/20/2024

Funding Source

Project # 1826 Idell Street - ME-089-23

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 1826 Idell Street	Cover Memo	2/14/2024

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	2/15/2024 - 11:41 AM
City Clerk	Gauthier, Lana	Approved	2/15/2024 -

RESOLUTION

Sponsored by: Councilmember Cory Penn – District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, “Abatement of Unsafe Buildings and Structural Nuisances” adopted December 5, 2017, the accessory structure at **1826 Idell Street** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: **Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 12, 14 and 15; and**

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1826 Idell Street** described as:

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

Parcel Number: 29 02 44 0 014 414

Last Assessed to: HATCHER WILLIE K & ELLA MAE

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

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

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION
February 14, 2024



TO: Lisa Lambert, City Clerk

FR: David Daughenbaugh, Director of Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, February 20, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1826 IDELL STREET**, OWNED BY OR MAY HAVE AN INTEREST: **HATCHER WILLIE K & ELLA MAE** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 02 44 0 014 414

COUNCIL DISTRICT 1 – CORY PENN

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

GJ/DLW



City of Mobile
Blight Survey Rentals 2023

Report Date: Friday, July 28, 2023

Property Address

1826 IDELL ST

Property Details

PARCEL KEYX	00673186	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	COMPLETE	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	1
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	N
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	N	FIRE DAMAGE	N
OPEN BUILDING PERMITS		ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	Y	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMPROMISED	Y
SURVEY DATE		COMMENTS	

Property Score

SCORE	57	SCORE DESCRIPTION	Demo
-------	----	-------------------	------

Notes

IL

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☐

APPROVAL DATE 10-16-23

1. Rear EX-ter-ion wall falling/separating from house.

1. Foundation deteriorating

Noted 4 to 1 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams

Date: 12/27/2023

Property Address: 1826 Idell Street

District No: 1

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

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



Dorothy Hatcher Dudley
1308 Jessie Street
Mobile, Alabama 36617-1914

December 27, 2023

**RE: 1826 Idell Street
Project Number: ME-089-23**

Dear Dorothy Hatcher Dudley:

On December 19, 2023, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 1826 Idell Street.

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

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

Parcel Number: 29 02 44 0 014 414

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 **February 10, 2024**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **February 10, 2024**, provide the Code Official with a work plan to accomplish the repairs by **February 10, 2024**, which shall be subject to the approval of the code official; OR,
- c) Demolish the building, structure, part of building or structure, party wall, or foundation by **February 10, 2024**, which is 45 days from the date of this NOTICE.

IV. **NOTICE** is hereby given that on **February 20, 2024, at 10:30 a.m.**, a hearing will be held before the **City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

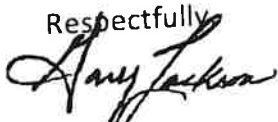
- ☒ Repaired; or,
- ☒ Demolished

NOTE: The owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

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

If you have any questions please contact David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

Respectfully,



Gary Jackson

Deputy Director of Municipal Enforcement



NUISANCE ABATEMENT

1826 IDELL STREET

AGENDA PHOTOS / DW





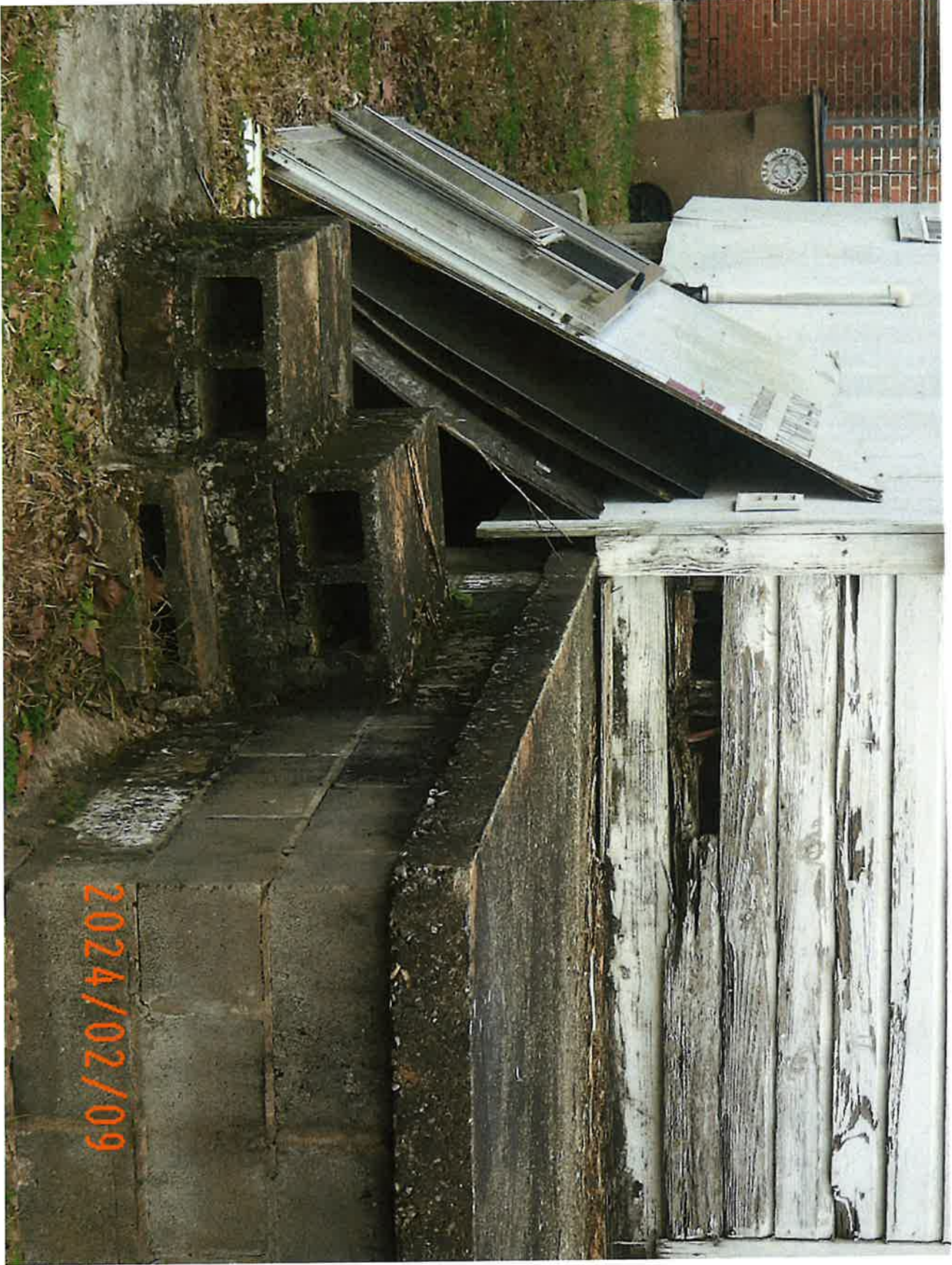












NUISANCE ABATEMENT

1826 IDELL STREET

AGENDA PHOTOS / DW





Affidavit of Mailed Notice



Date: February 20, 2024

State of Alabama
County of Mobile

Subject Property – 1826 Idell Street

My legal name is David Daughenbaugh, 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 251-208-1536 or by email address daughenbaugh@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 **11 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.


David Daughenbaugh
Director of Municipal Enforcement

NUISANCE ABATEMENT WORKSHEET

RE: 1826 Idell Street

Date: December 8, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: October 26, 2023

Per the Title Report, the owner is: Heirs of Willie K. Hatcher DOD 12/19/1991 and Ella Mae Hatcher

Note: Leola Hatcher Alexander the heir/daughter is deceased as of 3/14/2015. Listing all her heirs. No obit available. Listed relatives from LexisNexis.

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|--|--|
| 1 | Dorothy Hatcher Dudley
1826 Idell St
Mobile AL 36617 | Vacant property/Revenue Commission property
address
LexisNexis address good 1/1983-11/2022 |
| 2 | Dorothy Hatcher Dudley
1308 Jessie St
Mobile AL 36617-1914 | Heir/paid taxes 2014, 2021 and 2022. Revenue
Commission mailing address good 2020-2023
LexisNexis address good 11/1990-9/2023
Phone number 251-457-1150 good 12/2023 |
| 3 | Willie Jack Hatcher
167B Martin Luther King Dr
Adairsville GA 30103-3015 | Heir/son of Wille and Ella
LexisNexis address good 6/2022
Phone number 251-456-1188 good 12/2023 |
| 4 | Willie Jack Hatcher
2556 W Desert Dusk Rd
Taylorsville UT 84129-1802 | Heir/son of Wille and Ella
LexisNexis address good 1/2019 |
| 5 | Renisha Janee Alexander
6563 Lorena Dr
Mobile AL 36608-5697 | Heir of Leola Hatcher
Lexis address good 11/2023
Phone number 251-525-2466 good 8/2023
Phone number 251-525-2466 good 8/2023
Phone number 251-457-0302 good 12/2020 |
| 6 | Danielle Deneen Alexander
459 Seabreeze Rd E
Mobile AL 36609-2327 | Heir of Leola Hatcher
LexisNexis address good 11/2023
Phone number 251-554-1038 good 8/2023
Phone number 251-454-5651 good 10/2023
Phone number 251-307-7443 good 8/2023 |

- | | | |
|----|--|--|
| 7 | Roslyn Deneen Alexander
2401 Ridge Rd
Mobile AL 36617-2337 | Heir of Leola Hatcher
LexisNexis address good 11/2023
Phone number 251-591-6618 good 11/2023 |
| 8 | Leigh Charisse Baker
2865 Edgewood St
Mobile AL 36607-1504 | Her of Leola Hatcher
LexisNexis address good 9/2023
Phone number 251-605-8864 good 10/2023 |
| 9 | Deandre R Alexander
9401 Wilson Blvd Lot 36
Columbia SC 29203-9007 | Heir of Leola Hatcher
LexisNexis address good 11/2023
Phone number 803-673-8762 good 10/2023
Phone number 251-456-1188 good 12/2023 |
| 10 | Deandre R Alexander
2369 Talmadge Rd Lot 31
Hampton GA 30228-1878 | Heir of Leola Hatcher
LexisNexis address good 4/2023 |

TAX STATUS: 2023 TAXES DUE BY 12/31/2023

Parties with recorded liens per Title Report:

- | | | |
|----|---|--|
| 11 | 1 st Franklin Financial Corp
PO Box 229
Saginaw AL 35137 | 1 st Franklin Financial Corp vs Renisha Alexander,
filed 7/27/2018, recorded 9/19/2018 instrument
number 2018054607 |
|----|---|--|

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Willie K. Hatcher and Ella Mae Hatcher, filed October 17, 2023, recorded October 18, 2023, instrument number 2023061923.



AGENDA ITEM SUMMARY SHEET

Agenda of:2/20/2024

Submitted by:

Gary Jackson, Deputy Director of Municipal Enforcement

Sponsored by:

Councilmember - Cory Penn - District 1

Purpose and Scope of Project:

Declaring the Structure A Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

2/20/2024

Renewal Date of Contract:

2/20/2024

Funding Source

Project # 1863 Mott Drive S - ME-082-23

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 1863 Mott Drive S	Cover Memo	2/14/2024

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	2/15/2024 - 10:27 AM
City Clerk	Gauthier, Lana	Approved	2/15/2024 -

12:14 PM

RESOLUTION

Sponsored by: Councilmember Cory Penn – District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, “Abatement of Unsafe Buildings and Structural Nuisances” adopted December 5, 2017, the accessory structure at **1863 Mott Drive S** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 12, 14 and 15; and***

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1863 Mott Drive S** described as:

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

Parcel Number: 29 07 42 0 001 371

Last Assessed to: HEIR OF HOUSTON KENNEDY C/O RENALDO T KENNEDY

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

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

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION
February 14, 2024



TO: Lisa Lambert, City Clerk

FR: David Daughenbaugh, Director of Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, February 20, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1863 MOTT DRIVE S,** OWNED BY OR MAY HAVE AN INTEREST: **HEIR OF HOUSTON KENNEDY C/O RENALDO T KENNEDY** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 07 42 0 001 371

COUNCIL DISTRICT 1– CORY PENN

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

GJ/DLW



City of Mobile
Blight Survey Rentals 2023

Report Date: Friday, July 28, 2023

Property Address

1863 MOTT DR S

Property Details

PARCEL KEYX	00822925	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	COMPLETE	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	1
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	Y	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS		ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	Y	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMPROMISED	N
SURVEY DATE		COMMENTS	

Property Score

SCORE	143	SCORE DESCRIPTION	Emergency DEMOLITION
-------	-----	-------------------	-------------------------

Notes

IC

Roof / Window

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE

10-3-23

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams

Date: 12/27/2023

Property Address: 1863 Mott Drive S

District No: 1

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

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement



Renaldo T Kennedy
3125 N Alvemon Way, APT 118
Tucson, Arizona 85712-1076

December 27, 2023

RE: **1863 Mott Drive S**
Project Number: ME-082-23

Dear Renaldo T Kennedy:

On December 19, 2023, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 1863 Mott Drive S.

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

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

Parcel Number: 29 07 42 0 001 371

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 **February 10, 2024**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **February 10, 2024**, provide the Code Official with a work plan to accomplish the repairs by **February 10, 2024**, which shall be subject to the approval of the code official; OR,
- c) Demolish the building, structure, part of building or structure, party wall, or foundation by **February 10, 2024**, which is 45 days from the date of this NOTICE.

IV. **NOTICE** is hereby given that on **February 20, 2024, at 10:30 a.m.**, a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

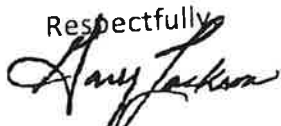
- ☒ Repaired; or,
- ☒ Demolished

NOTE: The owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

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

If you have any questions please contact David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

Respectfully,



Gary Jackson

Deputy Director of Municipal Enforcement



NUISANCE ABATEMENT

1863 MOTT DRIVES

AGENDA PHOTOS / DW











NUISANCE ABATEMENT

1863 MOTT DRIVE S

AGENDA PHOTOS / DW



NUISANCE ABATEMENT

1863 MOTT DRIVE S

AGENDA PHOTOS / DW



NUISANCE ABATEMENT

1863 MOTT DRIVE S

AGENDA PHOTOS / DW



NUISANCE ABATEMENT

1863 MOTT DRIVE S

AGENDA PHOTOS / DW







Affidavit of Mailed Notice



Date: February 20, 2024

State of Alabama
County of Mobile

Subject Property – 1863 Mott Drive S

My legal name is David Daughenbaugh, 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 251-208-1536 or by email address daughenbaugh@cityofmobile.org.

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

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

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

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

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

A handwritten signature in black ink, appearing to read 'David Daughenbaugh', is written over a horizontal line.

David Daughenbaugh
Director of Municipal Enforcement

NUISANCE ABATEMENT WORKSHEET

RE: 1863 Mott Dr. S.

Date: 12/1/22023

FROM: Jaclyn Benedict, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: 10/14/23

Per the Title Report, the owner are: Heirs of Houston Kennedy as per Probate Court Case 1999-0403, Will Bk. 222 pg. 677

- Note: The first name spelling differs between the Probate Court Case & LexisNexis. I am using the spelling from Probate Court Case 1999-0403.

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|--|--------------------------|
| 1 | Renaldo T. Kennedy
1863 S. Mott Dr.
Mobile, AL 36617-3325 | Son
Subject property |
| 2 | Renaldo T. Kennedy
3125 N Alvernon Way Apt 118
Tucson, AZ 85712-1076 | Son |
| 3 | Tremaine M. Ferguson
22558 Williams Oak Ln.
Richmond, TX 70068-3113 | Grandson
251-545-8083 |
| 4 | Tremaine M. Ferguson
1521 Bayonne Dr.
LA Olace, LA 70068-3113 | Grandson
251-709-4898 |
| 5 | Renaldo T Ferguson
979 Dickenson Ave.
Mobile, AL 36609-5191 | Grandson
251-709-4894 |

6 Renaldo T Ferguson
59 S. Lafayette St.
Mobile, AL 36604-1730

Grandson

TAX STATUS: 2022 Paid

Parties with recorded liens per Title Report:

Weed Lien: City of Mobile vs. Kennedy Nellie W. Renaldo T., Renald T Feruson & Tremaine Ferguson

Open Mortgages: None

Lis Pendens

Lis Pendens: City of Mobile vs. Kennedy Nellie W. Renaldo T., Renald T Feruson & Tremaine Ferguson



AGENDA ITEM SUMMARY SHEET

Agenda of:2/20/2024

Submitted by:

Gary Jackson, Deputy Director of Municipal Enforcement

Sponsored by:

Councilmember - William Carroll - District 2

Purpose and Scope of Project:

Declaring The Structure A Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

2/20/2024

Renewal Date of Contract:

2/20/2024

Funding Source

Project # 1508 Lemon Street - ME-125-23

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 1508 Lemon Street	Cover Memo	2/14/2024

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	2/15/2024 - 11:43 AM
City Clerk	Gauthier, Lana	Approved	2/15/2024 -

12:15 PM

RESOLUTION

Sponsored by: Councilmember William Carroll – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, “Abatement of Unsafe Buildings and Structural Nuisances” adopted December 5, 2017, the accessory structure at **1508 Lemon Street** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 12, 14 and 15; and***

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1508 Lemon Street** described as:

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

Parcel Number: 29 10 28 4 004 073

Last Assessed to: TINA LASHELLE TODD

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

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

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION
February 14, 2024



TO: Lisa Lambert, City Clerk

FR: David Daughenbaugh, Director of Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, February 20, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1508 LEMON STREET**, OWNED BY OR MAY HAVE AN INTEREST: **TINA LASHELLE TODD** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 10 28 4 004 073

COUNCIL DISTRICT 2– WILLIAM CARROLL

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

GJ/DLW



City of Mobile
Blight Survey Rentals 2023

Report Date: Friday, July 28, 2023

Property Address

1508 LEMON ST

Property Details

PARCEL KEYX	00935037	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	COMPLETE	NATIONAL HISTORIC REGISTRY	Maysville
BLIGHT ZONE		COUNCIL DISTRICT	2
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	N
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS		ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMPROMISED	N
SURVEY DATE		COMMENTS	

Property Score

SCORE	57	SCORE DESCRIPTION	Demo
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Notes

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 10-30-23

Notes 560 For Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams

Date: 12/27/2023

Property Address: 1508 Lemon Street

District No: 2

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

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



Tina Lashelle Todd
1309 North Drive
Mobile, Alabama 36605-3541

December 27, 2023

**RE: 1508 Lemon Street
Project Number: ME-125-23**

Dear Tina Lashelle Todd:

On December 19, 2023, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 1508 Lemon Street.

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

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

Parcel Number: 29 10 28 4 004 073

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 **February 10, 2024**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **February 10, 2024**, provide the Code Official with a work plan to accomplish the repairs by **February 10, 2024**, which shall be subject to the approval of the code official; OR,
- c) Demolish the building, structure, part of building or structure, party wall, or foundation by **February 10, 2024**, which is 45 days from the date of this NOTICE.

IV. **NOTICE** is hereby given that on **February 20, 2024, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

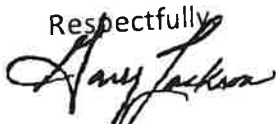
- ☒ Repaired; or,
- ☒ Demolished

NOTE: The owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

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

If you have any questions please contact David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

Respectfully,



Gary Jackson

Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT

1508 LEMON STREET

AGENDA PHOTOS / DW





NUISANCE ABATEMENT

1508 LEMON STREET

AGENDA PHOTOS / DW



NUISANCE ABATEMENT

1508 LEMON STREET

AGENDA PHOTOS / DW



NUISANCE ABATEMENT

1508 LEMON STREET

AGENDA PHOTOS / DW



NUISANCE ABATEMENT

1508 LEMON STREET

AGENDA PHOTOS / DW

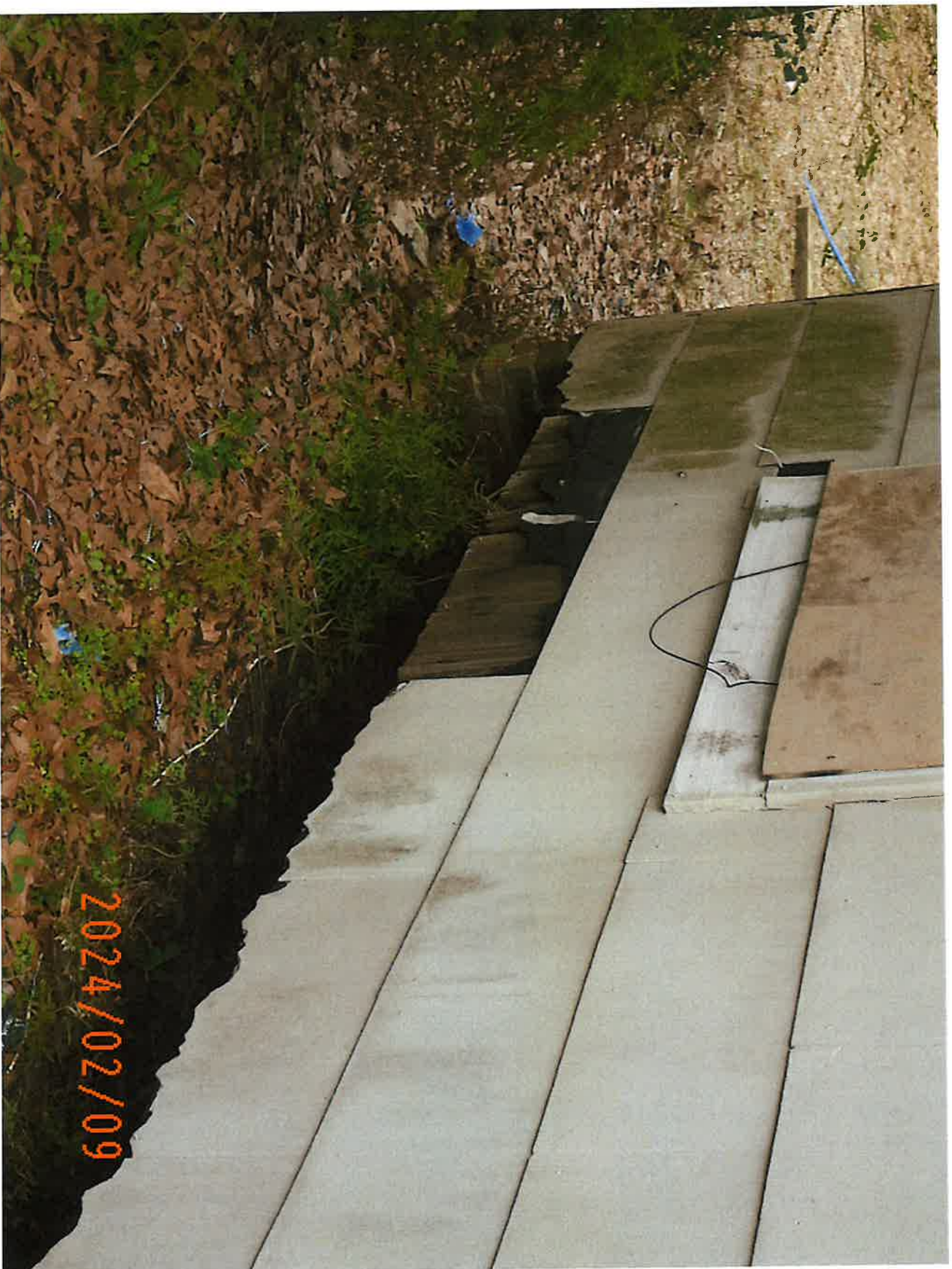


NUISANCE ABATEMENT

1508 LEMON STREET

AGENDA PHOTOS / DW







NUISANCE ABATEMENT

1508 LEMON STREET

AGENDA PHOTOS / DW







NUISANCE ABATEMENT

1508 LEMON STREET

AGENDA PHOTOS / DW



NUISANCE ABATEMENT

1508 LEMON STREET

AGENDA PHOTOS / DW



NUISANCE ABATEMENT

1508 LEMON STREET

AGENDA PHOTOS / DW



2024/02/09

NUISANCE ABATEMENT

1508 LEMON STREET

AGENDA PHOTOS / DW



Affidavit of Mailed Notice



Date: February 20, 2024

State of Alabama
County of Mobile

Subject Property – 1508 Lemon Street

My legal name is David Daughenbaugh, 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 251-208-1536 or by email address daughenbaugh@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **3 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

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


David Daughenbaugh
Director of Municipal Enforcement

NUISANCE ABATEMENT WORKSHEET

RE: 1508 Lemon Street Date: December 1, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: November 18, 2023

Per the Title Report, the owner is: Tina Lashelle Todd

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|---|--|
| 1 | Tina Lashelle Todd
1508 Lemon St
Mobile AL 36605-4809 | Revenue Commission Property and Mailing
address/subject address – New Owner for 2024 tax
year
Phone number 251-298-0081 |
| 2 | Tina Lashelle Todd
1309 North Dr
Mobile AL 36605-3541 | LexisNexis address good 9/2023 |
| 3 | Tina Lashelle Todd
950 Cloverdale Dr
Mobile AL 36606-2102 | LexisNexis address good 6/2019 |

TAX STATUS: 2023 TAXES DUE BY 12/31/2023

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Earl L Jones & Betty J Jones c/o Tina Lashelle Todd, filed October 26, 2023, recorded November 14, 2023, instrument number 2023067185



AGENDA ITEM SUMMARY SHEET

Agenda of:2/20/2024

Submitted by:

Gary Jackson, Deputy Director of Municipal Enforcement

Sponsored by:

Councilmember - William Carroll - District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

2/20/2024

Renewal Date of Contract:

2/20/2024

Funding Source

Project # 1053 Rotterdam Street - ME-126-23

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 1053 Rotterdam Street	Cover Memo	2/14/2024

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	2/15/2024 - 12:04 PM
City Clerk	Gauthier, Lana	Approved	2/15/2024 -

RESOLUTION

Sponsored by: Councilmember William Carroll – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, “Abatement of Unsafe Buildings and Structural Nuisances” adopted December 5, 2017, the accessory structure at **1053 Rotterdam Street** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 12, 14 and 15; and***

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1053 Rotterdam Street** described as:

**LOT 9 JOSEPH A HYNDE SUBDIV SQR 7 TOULMIN TRT DBK 142 P 219 SECT 28
T4S R1W #SEC 28 T4S R1W #MP29**

Parcel Number: 29 10 28 4 001 079

Last Assessed to: IRBY REUBEN & STEPHANIE

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

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

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION
February 14, 2024



TO: Lisa Lambert, City Clerk

FR: David Daughenbaugh, Director of Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, February 20, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1053 ROTTERDAM STREET**, OWNED BY OR MAY HAVE AN INTEREST: **IRBY REUBEN & STEPHANIE** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 10 28 4 001 079

COUNCIL DISTRICT 2 – WILLIAM CARROLL

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

GJ/DLW



City of Mobile
Blight Survey Rentals 2023

Report Date: Friday, July 28, 2023

Property Address

1053 ROTTERDAM ST

Property Details

PARCEL KEYX	00931950	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	COMPLETE	NATIONAL HISTORIC REGISTRY	Maysville
BLIGHT ZONE		COUNCIL DISTRICT	2
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	N
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	N	FIRE DAMAGE	N
OPEN BUILDING PERMITS		ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMPROMISED	N
SURVEY DATE		COMMENTS	

Property Score

SCORE	57	SCORE DESCRIPTION	Demo
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Notes

IC

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 10-30-23

Noted 4/10/24 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams

Date: 12/27/2023

Property Address: 1053 Rotterdam Street

District No: 2

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

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



Reuben & Stephanie Irby
1021 Cherokee Street
Mobile, Alabama 36606-1130

December 27, 2023

**RE: 1053 Rotterdam Street
Project Number: ME-126-23**

Dear Reuben & Stephanie Irby:

On December 19, 2023, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 1053 Rotterdam Street.

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

**LOT 9 JOSEPH A HYNDE SUBDIV SQR 7 TOULMIN TRT DBK 142 P 219 SECT 28 T4S R1W
#SEC 28 T4S R1W #MP29 10 28 4 001**

Parcel Number: 29 10 28 4 001 079

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 **February 10, 2024**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **February 10, 2024**, provide the Code Official with a work plan to accomplish the repairs by **February 10, 2024**, which shall be subject to the approval of the code official; OR,
- c) Demolish the building, structure, part of building or structure, party wall, or foundation by **February 10, 2024**, which is 45 days from the date of this NOTICE.

IV. **NOTICE** is hereby given that on **February 20, 2024, at 10:30 a.m.**, a hearing will be held before the **City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,

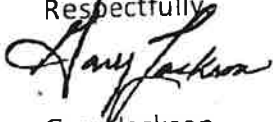
☒ Demolished

NOTE: The owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

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

If you have any questions please contact David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

Respectfully,



Gary Jackson
Deputy Director of Municipal Enforcement





NUISANCE ABATEMENT

1053 ROTTERDAM STREET

AGENDA PHOTOS / DW



NUISANCE ABATEMENT

1053 ROTTERDAM STREET

AGENDA PHOTOS / DW





NUISANCE ABATEMENT

1053 ROTTERDAM STREET

AGENDA PHOTOS / DW



2024/02/09

NUISANCE ABATEMENT

1053 ROTTERDAM STREET

AGENDA PHOTOS / DW







NUISANCE ABATEMENT

1053 ROTTERDAM STREET

AGENDA PHOTOS / DW



NUISANCE ABATEMENT

1053 ROTTERDAM STREET

AGENDA PHOTOS / DW





Affidavit of Mailed Notice



Date: February 20, 2024

State of Alabama
County of Mobile

Subject Property – 1053 Rotterdam Street

My legal name is David Daughenbaugh, 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 251-208-1536 or by email address daughenbaugh@cityofmobile.org.

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

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

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

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

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

A handwritten signature in black ink, appearing to read 'David Daughenbaugh', is written over a horizontal line.

David Daughenbaugh
Director of Municipal Enforcement

NUISANCE ABATEMENT WORKSHEET

RE: 1053 Rotterdam Street

Date: November 30, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: November 18, 2023

Per the Title Report, the owner is: Reuben Irby and Stephanie Irby .

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|--|---|
| 1 | Reuben and Stephanie Irby
1053 Rotterdam Street
Mobile AL 36605-1723 | Owners/Revenue Commission property Address
good from 2019-2023
Phone number – 251-447-5311 good 11/2023
Phone number – 727-531-9161 good 12/2021
Phone number – 251-374-1052 good 10/2023 |
| 2 | Reuben and Stephanie Irby
1021 Cherokee St
Mobile AL 36606-1130 | Revenue Commission mailing address 2019-2023
Phone number – 251-422-2793 good 10/2018
Phone number - 251-370-4949 good 8/2023
Phone number - 251-471-1318 good 2022
Phone number – 251-355-8525 good 8/2023
Phone number – 251-471-4096 good 11/2023 |
| 3 | Reuben and Stephanie Irby
406 Crenshaw St
Mobile AL 36606-6526 | LexisNexis address good 7/2023-9/2023 |
| 4 | Reuben and Stephanie Irby
607 Lesesne St
Mobile AL 36606-4336 | LexisNexis address good 2022 |
| 5 | Reuben and Stephanie Irby
612 Crenshaw St
Mobile AL 36606-4336 | LexisNexis address good 2022 |
| 6 | Reuben and Stephanie Irby
1955 Halls Mill Rd
Mobile AL 36606-1126 | LexisNexis address good 2022 |

TAX STATUS: 2023 TAXES DUE BY 12/31/2023

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Reuben Irby and Stephanie Irby, filed October 26, 2023, recorded on November 14, 2023, instrument number 2023067156.



AGENDA ITEM SUMMARY SHEET

Agenda of:2/20/2024

Submitted by:

Gary Jackson, Deputy Director of Municipal Enforcement

Sponsored by:

Council District 1	Cory Penn	6 Cases
Council District 2	William Carroll	8 Cases
Council District 3	C J Small	4 Case
Council District 4	Ben Reynolds	1 Case
Council District 5	Joel Daves	0 Cases
Council District 6	Josh Woods	0 Cases
Council District 7	Gina Gregory	3 Cases

Purpose and Scope of Project:

Declare weeds noxious, Group 1653

Effective Date of Contract:

2/20/2024

Funding Source

Project # Weed Lien Group 1653

Discretionary Funds

Project String

Contract Number:

Budget Amendment **REDUCE** **INCREASE**

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Declare weeds noxious, Group 1653	Backup Material	2/15/2024
resolution	Cover Memo	2/15/2024

REVIEWERS:

Department	Reviewer	Action	Date
Municipal			2/15/2024 -



MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director

A handwritten signature in black ink, appearing to be 'GJ', is written over the 'FROM' line.

DATE: **February 15, 2024**

SUBJECT: **WEED LIEN GROUP 1653**

Attached, please find Assessment Lists for Weed Lien Group Number **1653** 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):

2/20/2024

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING):

3/26/2024

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

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

NUISANCE PHOTOS (DATED):

2/22/2024

LEGAL NOTICE DUE TO LAGNIAPPE:

3/7/2024

LEGAL NOTICE ADS:

3/13/2024-3/20/2024

POSTING DATE:

3/19/2024

Copy to: Marchetta Taite

		WEED LIEN				
		1653			Res. No.	
2/20/2024		LOTS TO BE DECLARED			58-	
3/26/2024		LOTS FOR PUBLIC HEARING			58-	
//2024		LOTS TO BE ASSESSED FOR COST			58-	
		CONTRACT NUMBER				
		OLD SRO		Amount	Dis	N/A
No.	Address	CASE #	CASE #	Assessed		CBO
1	409 Calhoun St	28186	33996		2	
2	2520 St Stephens Rd	29826	33997		1	
3	620 Belsaw Ave	31398	33998		2	
4	3354 Lacoste Rd	28706	33999		7	
5	559 Live Oak St	30865	34000		2	
6	553 Live Oak St	31325	34001		2	
7	40 Lourando Dr W	29902	34002		1	
8	3824 St Andrews Loop N	27366	34004		4	
9	725 Chin St	27181	34005		2	
10	757 Dr Thomas Ave	30828	34006		2	
11	2117 Clement St	30848	34007		1	
12	1070 Lubel St	31192	34008		1	
13	7223 Peach Tree Ave	29870	34009		7	
14	1317 Keith St	32270	34020		3	
15	1359 Brooke Ave	31162	34021		3	
16	910 S Warren St	27964	34022		3	
17	1357 Spruce St	31726	34023		2	
18	2250 Clear Creek Rd	30892	34024		7	
19	955 Kentucky ST	30824	34025		3	
20	905 Major St	31167	34026		1	
21	2814 Warsaw Ave	30978	34027		1	
22	500 Marine St	31758	34028		2	
				\$ -		
Distr						
1	6					
2	8					
3	4					
4	1					
5	0					
6	0					
7	3					
	22		0			
*ADD Added in from other Groups						
*CBO Cut By Owner						
*N/A Taken out by Inspector						

 2/15/24
 Marchetha Jante 2/15/24

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

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

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

SECTION 1: It has been determined by the City Council of Mobile that the weeds growing on the privately owned lots or parcels of land described in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part thereof as though set forth in full, known as **Group #1653** 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 **26th day of March, 2024**, at ten thirty a.m., for the purpose of hearing any objections to the declarations contained in this resolution and to the proposed removal of such weeds, at which time all objections will be heard and given due consideration by the City Council of Mobile; and it is directed that there shall be conspicuously posted in front of each parcel of property, a notice headed "NOTICE TO DESTROY WEEDS," such heading to be in words not less than one inch in height and substantially in the form set out in such Act No. 329, approved April 29, 1988.

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:2/20/2024

Submitted by:

Gary Jackson, Deputy Director of Municipal Enforcement

Sponsored by:

Council District 1	Cory Penn	4Cases
Council District 2	William Carroll	9 Cases
Council District 3	C J Small	1 Case
Council District 4	Ben Reynolds	1 Case
Council District 5	Joel Daves	2 Cases
Council District 6	Josh Woods	0 Cases
Council District 7	Gina Gregory	3 Cases

Effective Date of Contract:

2/20/2024

Funding Source

Project # Repeat Weed Lien 68

Discretionary Funds

Project String

Contract Number:

Budget Amendment **REDUCE** **INCREASE**

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Assess Cost for Repeat Weed Lien Group 68 resolution	Backup Material	2/15/2024
	Cover Memo	2/15/2024


REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	2/15/2024 - 1:01 PM



MUNICIPAL ENFORCEMENT DEPARTMENT

MEMORANDUM

TO: Lana Gauthier, City Clerk's Office
FROM: Gary Jackson, Deputy Director 
DATE: February 15, 2024
SUBJECT: Repeat Weed Lien Invoices G-68

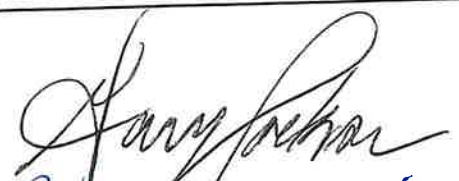

Attached, please find invoices for completed Repeat Weed Lien Group Number(s) 68.
Please place these on the City Council's Agenda for February 20, 2023.

If you have any questions, please do not hesitate to contact Shelia Dean at 208-1528.
Your cooperation and assistance in this matter is greatly appreciated.

sd

Copy to: Marchetta Taite,

		REPEAT WEED LIEN						
		GROUP 68					Res. No.	
9/25/2023		1st REPEAT WEED LIEN LETTERS SENT					11-058	
2/20/2024		REPEAT WEED LIEN LOTS TO BE ASSESSED FOR COST						
		CONTRACT NUMBER					4865	
			Old SRO	New	Initial	Times	Amount	CBD
Item	Address	Dis	Case #	Case #		cut within	Assessed	CBO
No.								
1	2905 Pages Lane	1		30045	11/15/2022	1	\$ 380.00	
2	1213 Rotterdam St	2	29565	30046	2/14/2023	1	\$ 50.00	CBO
3	1568 Colgin St	2	29492	30047	6/14/2022	1	\$ 331.00	
4	807 Gayle St	3	32437	30048	6/14/2022	2	\$ 375.00	
5	2410 Cone St	1	27528	30049	6/7/2022	1	\$ 50.00	CBO
6	423 Mohawk St	5	32243	30050	3/2/2022	1	\$ 50.00	CBO
7	727 Florida St Ext	1		30051	8/31/2021	2	\$ 50.00	CBO
8	402 S Broad St	2		30052	1/4/2022	1	\$ 275.00	
9	1101 Chinquapin St	2		30053	11/10/2020	3	\$ 720.00	
10	1104 Adams St	2		30054	11/10/2020	2	\$ 445.00	
11	0 Cuba St/ 200 Cuba St (29 06 40 0 007 225.XXX)	2		30055	11/15/2022	1	\$ 628.00	
12	0 Chisam St (29 06 13 0 003 176.XXX)	2		30057	11/10/2020	1	\$ 275.00	
13	4219 Moffett Rd	7	27570	30058	7/20/2021	2	\$ 2,202.95	
14	106 Michael Donald Ave	2	32181	30059	8/16/2022	2	\$ 445.00	
15	2519 Greenlawn Dr	4	29792	30060	10/25/2022	1	\$ 50.00	CBO
16	654 Halifax Dr	5	28679	30061	2/14/20223	1	\$ 50.00	CBO
17	654 Live Oak	2	31977	30062	8/17/2021	1	\$ 50.00	CBO
18	5800 Helen St	7		30063	2/14/2023	1	\$ 625.84	
19	2501 Muriel Ave	1		30064	6/1/2021	3	\$ 768.00	
20	3919 Moffett Ct	7		30065	6/29/2021	2	\$ 550.00	
Total							\$ 8,370.79	
District total for this group			Numbers of lots cut					
1	4			1	2			
2	9			2	7			
3	1			3	1			
4	1			4	0			
5	2			5	0			
6	0			6	0			
7	3			7	3			
	20				13			
*CBO Cut By Owner								
*N/A Taken out by Inspector								
*ADD Added in from other Groups								

 2/15/24
 2/14/24



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
February 15, 2024

Lot Owner: **ROWE KEVIN & PAMELA**
Address: **1628 NORTHVIEW DR**
City, State, Zip: **MOBILE, AL 36618**
Repeat Group Number: **68** Item # **1**

Lot Description: **LOT 3 BLK M NEESES ADD TO CRICHTON MBK 4 N S P 168 #SEC 18 T4S R1W #MP29 08 18 1 002 (29 08 18 1 002 086.XXX) 2905 PAGES LN**

Nuisance Date: **9/25/2023**
Date lot was cut: **1/25/2024** Contractor: **Mr. Isaac Sampson**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	4,000	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	15	\$ 7.00	\$ 105.00
Total Project Cost:				\$ 380.00


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

February 15, 2024

Lot Owner: **GENESIS REDEVELOPMENT &
C/O CARMICHAEL PROPERTY GROUP LLC**

Address: **P. O. BOX 161561**

City, State, Zip: **MOBILE, AL 36616-2561**

Repeat Group Number: **68** Item # **2**

Lot Description: **THE S 86 FT OF LOTS 11 & 12 & THE W 10 FT OF THE S 86 FT OF LOT 10 BLK 18 OF
TOULMIN TRT DBK 112 N S P 175 #SEC 28 T4S R1W #MP29 10 28 4 002 (29 10 28 4 002
064.01X) 1213 ROTTERDAM ST**

Nuisance Date: **9/25/2023**

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

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	4,658	0	\$ 125.0000	\$ -
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	0	\$ 100.00	\$ -
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia E. Dean
SECRETARY

N. Nichetta Dante
INSPECTOR

Samuel L. Jackson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice February 15, 2024

Lot Owner: **GENESIS REDEVELOPMENT &
CONSTRUCTION CORPORATION**

Address: **195 SOUTH MAIN ST STE 300**

City, State, Zip: **AKRON, OH 44308**

Repeat Group Number: **68** Item # **2**

Lot Description: **THE S 86 FT OF LOTS 11 & 12 & THE W 10 FT OF THE S 86 FT OF LOT 10 BLK 18 OF
TOULMIN TRT DBK 112 N S P 175 #SEC 28 T4S R1W #MP29 10 28 4 002 (29 10 28 4 002
064.01X) 1213 ROTTERDAM ST**

Nuisance Date: **9/25/2023**

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

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	4,658	0	\$ 125.0000	\$ -
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	0	\$ 100.00	\$ -
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia E. Dean
SECRETARY

Marchetta Darte
INSPECTOR

Army Fick
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

February 15, 2024

Lot Owner: **LEIBOWITZ HOWARD**
Address: **P. O. BOX 1857**
City, State, Zip: **PINE RIDGE, SD 57770**
Repeat Group Number: **68** Item # **3**

Lot Description: **LOT 54 COLGIN ADD TO OAKDALE DBK 115 P 361 #SEC 28 T4S R1W #MP29 10 28 4 005 (29 10 28 4 005 074.XXX) 1568 COLGIN ST**

Nuisance Date: **9/25/2023**

Date lot was cut: **1/25/2024** Contractor: **Mr. Isaac Sampson**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	5,300	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-				
Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		7	\$ 3.00	\$ 21.00
Debris Removal	Cubic Yard	5	\$ 7.00	\$ 35.00
Total Project Cost:				\$ 331.00

Shelia E. Dean
SECRETARY

Monchetta Spive
INSPECTOR

Isaac Sampson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice


February 15, 2024

Lot Owner: **WILSON TYRONE**
Address: **P. O. BOX 7791**
City, State, Zip: **MOBILE, AL 36670-791**
Repeat Group Number: **68** Item # **4**

Lot Description: **LOT 15 BLK 8 WILSONS SECOND ADD DBK 80 N S P 190 SEC 37 T4S R1W #SEC 37 T4S R1W #MP29 10 37 0 004 (29 10 37 0 004 082.XXX) 807 GAYLE ST**

Nuisance Date: **9/25/2023**
Date lot was cut: **1/25/2024** Contractor: **Mr. Isaac Sampson**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	7,000	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 375.00


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

February 15, 2024

Lot Owner: **HALL HENRY & NATHANIEL PINE**

C/O NEATHA MACK

Address: **1 FREEDOM CIR**

City, State, Zip: **HAMPTON, VA 23666-2859**

Repeat Group Number: **68** Item # **5**

Lot Description: **LOT 6 BLK 6 FAIR OAKS SUBD MBK 4 PG 95 #SEC 44 T4S R1W #MP29 02 44 0 025 (29 02 44 0 025 239.XXX) 2410 CONE ST**

Nuisance Date: **9/25/2023**

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

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	8,002	0	\$ 125.0000	\$ -
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	0	\$ 100.00	\$ -
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia E. D. Egan

SECRETARY

Michelle D. Dade

INSPECTOR

Karyn Johnson

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
February 15, 2024

Lot Owner: **HILL TENEKIA & MARLON HILL**

C/O HILL TENEKIA

Address: **P. O. BOX 880182**

City, State, Zip: **SAN FRANCISCO, CA 94188**

Repeat Group Number: **68** Item # **6**

Lot Description: **LOT 28 BLK 6 GOVT ST EXT DBK 156 P 419 #SEC 29 T4S R1W #MP29 09 29 1 004 (29 09 29 1 004 018.XXX) 423 MOHAWK ST**

Nuisance Date: **9/25/2023**

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

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

Shelia Dean
SECRETARY

Wendy Darte
INSPECTOR

Ray Darte
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
February 15, 2024

Lot Owner: **HARMON CHARLES ANN**
C/O TULANI JACKSON

Address: **2412 6TH PL NW**
City, State, Zip: **CENTER POINT, AL 35215**

Repeat Group Number: **68** Item # **7**

Lot Description: **LOT 40 CECELIA COURT 2ND ADD MBK 8 P 93 #SEC 44 T4S R1W #MP29 02 44 0 024 (29 02 44 0 024 187.XXX) 727 FLORIDA STREET EXT**

Nuisance Date: **9/25/2023**

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

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	9,350	0	\$ 125.0000	\$ -
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	0	\$ 100.00	\$ -
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Sholia Edmon

SECRETARY

Marchetta Davis

INSPECTOR

Jerry Jackson

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
February 15, 2024

Lot Owner: **BROAD STREET CENTER LLC**
A GEORGIA LIMITED LIABILITY
Address: **P. O. BOX 1565**
City, State, Zip: **LAWRENCEVILLE, GA 30046**
Repeat Group Number: **68** Item # **8**

Lot Description: **COM AT A PT 30 FT M/L S OF THE SW INTRSECTN OF BROAD & SELMA ST RUN TH W 79' M/L THEN S 40 FT M/L THEN E 79' M/L TO W LINE OF BROAD ST THEN N ALONG THE W LINE OF BROAD ST 40 FT M/L TO POB #SEC 38 T4S R1W #MP29 10 38 0 002 (29 10 38 0 002 040.XXX) 402 BROAD ST**

Nuisance Date: **9/25/2023**
Date lot was cut: **1/25/2024** Contractor: **Mr. Isaac Sampson**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	3,225	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 275.00

Sholice E. Dean
SECRETARY
Marquette J. Tate
INSPECTOR
Isaac Sampson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

February 15, 2024

Lot Owner: **TURNER JATORI & KEITH TURNER JR**
 Address: **1204 FOREST DALE DR**
 City, State, Zip: **MOBILE, AL 36618**
 Repeat Group Number: **68** Item # **9**

Lot Description: **LOT 15 SQR 31 OF FISHER TRACT DBK 137/1 BEG AT PT ON S/S OF CHIN QUEPIN ST DIS OF 150 FT E FROM SE COR OF MAPLE & CHINQUEPIN ST HAVING FRONT OF 50 FT TOGETHER WITH A DEPTH OF 160 FT USED AS SINGLE FAMILY RES #SEC 13 T4S R1W #MP29 06 13 0 002 (29 06 13 0 002 077.XXX) 1101 CHINQUEPIN ST**

Nuisance Date: **9/25/2023**
 Date lot was cut: **1/25/2024** Contractor: **Mr. Isaac Sampson**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	7,760	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-Additional Cuts	Each	3	\$ 100.00	\$ 300.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	35	\$ 7.00	\$ 245.00
Total Project Cost:				\$ 720.00

Shelia E. Dean

SECRETARY

Michaela D. Tate

INSPECTOR

Isaac Sampson

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
February 15, 2024

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

Address: **P. O. BOX 327210**
City, State, Zip: **MONTGOMERY, AL 36132-7210**
Repeat Group Number: **68** Item # **10**

Lot Description: **LOT 12 AND PART OF LOT 11 SQUARE 36 CAMP GROUND TRACT MBK 1 PAGE 12 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 12 THEN RUN SOUTHWESTERLY 143 FT(S) THEN NORTHWESTERLY 59 FT(S) THEN NORTHEASTERLY 135 FT THEN SOUTHEASTERLY 59 FT(S) TO THE POINT OF BEGINNING. (29 06 40 0 004 373.XXX) 1104 ADAMS ST**

Nuisance Date: **9/25/2023**
Date lot was cut: **1/25/2024** Contractor: **Mr. Isaac Sampson**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	8,006	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-				
Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	10	\$ 7.00	\$ 70.00
Total Project Cost:				\$ 445.00

Shelly Tice
SECRETARY
Marchetta Daulton
INSPECTOR
Isaac Sampson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
February 15, 2024

Lot Owner: **TRAINER SHIRLEY M**
Address: **1665 VAN DORN ST**
City, State, Zip: **MOBILE, AL 36605-2007**
Repeat Group Number: **68** Item # **11**

Lot Description: **THAT CERTAIN LOT OF LAND ON E/S OF CUBA ST BDED BY LINE DESC AS FOLLS- BEG AT PT ON E/S OF CUBA ST 129.03 FT S OF SE COR OF CUBA ST & CAMP ST THEN RUN S-LY ALG E/L OF CUBA ST 27.72 FT THEN WITH DEFL ANG TO LT 70 DEG 40 MIN RUN E-LY ALG LINE OF FENCE DIS OF 110 FT TO PT THEN WITH DEFL ANG TO LT 109 56 MIN RUN N-LY DIS OF 26.3 FT TO PT THEN WITH DEFL ANG TO LT 70 DEG 48 MIN RUN N-LY DIS OF 110 FT TO PT OF BEG BEING A PORTION OF LOT 3 TOUART SUB OF HASTIE TRT DBK 90 P 291 #SEC 40 T4S R1W #MP29 06 40 0 007 (29 06 40 0 007 225.XXX) 0 CUBA ST/200 CUBA ST**

Nuisance Date: **9/25/2023**
Date lot was cut: **1/25/2024** Contractor: **Mr. Isaac Sampson**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	2,500	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-		1	\$ 100.00	\$ 100.00
Additional Cuts	Each	1	\$ 3.00	\$ 3.00
Per Spare Tire		1	\$ 7.00	\$ 350.00
Debris Removal	Cubic Yard	50	\$	
Total Project Cost:				\$ 628.00

Shelia E. Dean
SECRETARY
Marchetta Darte
INSPECTOR
Isaac Sampson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
February 15, 2024

Lot Owner: **LANKFORD MARY L**
% ROSALYN R WASHINGTON

Address: **2834 KNOLLBERRY LN**

City, State, Zip: **DECATUR, GA 30034**

Repeat Group Number: **68** Item # **12**

Lot Description: **LOT 18 BLK 8 STRAUSS 2ND ADD TO WOLFF HEIGHTS MBK 2 P 53 #SEC 13 T4S R1W**
#MP29 06 13 0 003 (29 06 13 0 003 176.XXX) 0 CHISAM

Nuisance Date: **9/25/2023**

Date lot was cut: **1/25/2024** Contractor: **Mr. Isaac Sampson**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	3,773	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-		1	\$ 100.00	\$ 100.00
Additional Cuts	Each	0	\$ 3.00	\$ -
Per Spare Tire		0	\$ 7.00	\$ -
Debris Removal	Cubic Yard	0	\$	\$
Total Project Cost:				\$ 275.00

Shelia E. Dean
SECRETARY

Marchetta White
INSPECTOR

Isaac Sampson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT


Repeat Lot Cleaning Invoice
February 15, 2024

Lot Owner: **ROBERTS ERIC & SUWEI LI**
Address: **67323 SALT LICK LN**
City, State, Zip: **LACOMBE, LA 70445**
Repeat Group Number: **68** Item # **13**

Lot Description: **LOT 1 4219 MOFFETT ROAD S/D MBK 132/65 (28 01 12 2 002 012.XXX) 4219 MOFFETT RD**

Nuisance Date: **9/25/2023**
Date lot was cut: **1/25/2024** Contractor: **Mr. Isaac Sampson**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		58,236	\$ 0.0125	\$ 727.95
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	175	\$ 7.00	\$ 1,225.00
Total Project Cost:				\$ 2,202.95


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
February 15, 2024

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

Address: **P. O. BOX 327210**
City, State, Zip: **MONTGOMERY, AL 36132-7210**
Repeat Group Number: **68** Item # **14**

Lot Description: **BEG AT PT ON E/L OF HERNDON AVE 151 FT 6 IN N OF OLD SHELL RD TH RUN EWLY & NEARLY PAR WITH OLD SHELL RD 111 FT 5 IN M/L TO A PT ON THE W/L OF PPTY OF JAMES B SLADE TH NWLY & PAR WITH HERNDON AVE & ALG SLADE PPTY 37 FT TO A PT TH WWLY & NEARLY PAR WITH OLD SHELL RD 111 FT 4 IN M/L TO THE E/L OF HERNDON AVE TH SWLY ALG THE E/L OF HERNDON AVE 37 FT 6 IN TO THE POB BDY ON THE W BY HERNDON AVE S BY PPTY OF S R SCHERMA E BY PPTY OF JAMES B SLADE & N BY PPTY OF V M DENNIS BEING A PT OF LOT 13 HERNDON AVE ADD IN DBK 75 N S PG 56 BEING THE SAME PPTY AS REC RPBK 3333 PG 144-145 #SEC 40 T4S R1W #MP29 06 40 0 009 (29 06 40 0 009 108.XXX) 106 MICHAEL DONALD AVE**

Nuisance Date: **9/25/2023**
Date lot was cut: **1/25/2024** Contractor: **Mr. Isaac Sampson**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	3,030	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-		2	\$ 100.00	\$ 200.00
Additional Cuts	Each	0	\$ 3.00	\$ -
Per Spare Tire		10	\$ 7.00	\$ 70.00
Debris Removal	Cubic Yard			
Total Project Cost:				\$ 445.00

Shelly Tice
SECRETARY
Marchetta Dente
INSPECTOR
Isaac Sampson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
February 15, 2024

Lot Owner: **ROGERS MONIQUE MICHELE**
Address: **7028 COLONNADES DR N**
City, State, Zip: **MOBILE, AL 36695**
Repeat Group Number: **68** Item # **15**

Lot Description: **LOT 102 FIRST UNIT MORNINGSIDE MANOR MBK 6 PGS 431-432 #SEC 6 T5S R1W
#MP32 02 06 0 001 (32 02 06 0 001 166.XXX) 2519 GREENLAWN DR**

Nuisance Date: **9/25/2023**
Date lot was cut: **N/A** Contractor: **N/A**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	8,125	0	\$ 125.0000	\$ -
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	0	\$ 100.00	\$ -
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia E. Dean
SECRETARY

Marchetta J. Tate
INSPECTOR

Angela Jackson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
February 15, 2024

Lot Owner: **HGM HOLDINGS LLC**
C/O MEDLOCK MANAGEMENT
Address: **575 E LOCUST AVE STE 120**
City, State, Zip: **FRESNO, CA 93720**
Repeat Group Number: **68** Item # **16**

Lot Description: **LOT 18 BLK 7 GREENWICH HILLS PART F MBK 10 PG 252 #SEC 35 T4S R2W #MP28 07 35 2 002 (28 07 35 2 002 099.XXX) 654 HALIFAX DR**

Nuisance Date: **9/25/2023**
Date lot was cut: **N/A** Contractor: **N/A**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	7,392	0	\$ 125.0000	\$ -
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	0	\$ 100.00	\$ -
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
February 15, 2024

Lot Owner: **GRANT TERESA FISHER A/K/A MARY**
TERESA FISHER GRANT & GAIL FISHER

Address: **4703 CASTILLA AVE**

City, State, Zip: **RICHMOND, CA 94804**

Repeat Group Number: **68** Item # **17**

Lot Description: **LOT 19 BLK 34 FISHER TRT DB K 22/332 #SEC 13 T4S R1W #MP29 06 13 0 002 (29 06 13 0 002 563.XXX) 654 LIVE OAK ST**

Nuisance Date: **9/25/2023**

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

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

Shelia E. Dean
SECRETARY
Marchetta J. Tate
INSPECTOR
[Signature]
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
February 15, 2024

Lot Owner: **JONES LELAND W & BARBARA O JONES**
Address: **5254 LOTT RD**
City, State, Zip: **EIGHT MILE, AL 36613-9108**
Repeat Group Number: **68** Item # **18**

Lot Description: **LOT 18 BLK 2 FOREST ACRES SUB MBK 5 PGS 73-74 #SEC 04 T4S R2W #MP28 02 04 1 000 (28 02 04 1 000 010.XXX) 5800 HELEN ST**

Nuisance Date: **9/25/2023**
Date lot was cut: **1/25/2024** Contractor: **Mr. Isaac Sampson**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		18,467	\$ 0.0125	\$ 230.84
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	35	\$ 7.00	\$ 245.00
Total Project Cost:				\$ 625.84

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



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

February 15, 2024

Lot Owner: **JOHNSON LEBARRON**
C/O CORNELIA OWENS

Address: **2905 RALSTON RD**

City, State, Zip: **MOBILE, AL 36606**

Repeat Group Number: **68** Item # **19**

Lot Description: **LOTS 60 & 61 BLK 1 SECOND A DD TO ST STEPHENS HIGHLANDS MBK 4 P 93 GRT SEC 44 T4S R1W #SEC 44 T4S R1W #MP29 02 44 0 009 (29 02 44 0 009 074.XXX) 2501 MURIEL AVE**

Nuisance Date: **9/25/2023**

Date lot was cut: **1/25/2024** Contractor: **Mr. Isaac Sampson**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	4,801	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	3	\$ 100.00	\$ 300.00
Per Spare Tire		16	\$ 3.00	\$ 48.00
Debris Removal	Cubic Yard	35	\$ 7.00	\$ 245.00
Total Project Cost:				\$ 768.00

Shelia E. Dean
SECRETARY
Marchetta J. Tate
INSPECTOR
[Signature]
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
February 15, 2024

Lot Owner: **RABB DAVEY E JR**
Address: **6804 NORFOLK CT**
City, State, Zip: **MOBILE, AL 36608-4224**
Repeat Group Number: **68** Item # **20**

Lot Description: **LOT 26 MANN HGTS MBK 6 P 474 & PT OF LOT 27 OF SD SUB DESC AS FOLL BEG AT NW COR OF LOT 27 TH RUN SWLY ALG DIV LINE OF LOTS 26 & 27 AT A DIS OF 132.19 FT TO SW COR OF SD LOT 27 TH RUN NELY ALG S/L OF SD LOT 27 A DIS OF 35 FT TO A PT TH RUN NLY IN A STRAIGHT LINE TO POB #SEC 12 T4S R2W #MP28 01 12 4 000 (28 01 12 4 000 064.XXX) 3919 MOFFETT CT**

Nuisance Date: **9/25/2023**
Date lot was cut: **1/25/2024** Contractor: **Mr. Isaac Sampson**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	3,806	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	25	\$ 7.00	\$ 175.00
Total Project Cost:				\$ 550.00

Shelia E. Dear
SECRETARY
Marchetta J. White
INSPECTOR
[Signature]
SUPERVISOR

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

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

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

Section 1. The amount set opposite each described parcel of real property contained in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part hereof as though set forth in full and known as **Repeat Weed Lien Group 68** shall constitute special assessments against such respective parcels of land; and each such parcel of land is hereby assessed with the amount set opposite its description; and the assessment hereby, made and confirmed shall constitute a lien on and against each such respective parcel of land for the amount of each respective assessment so made; and the report made to this body of the costs of removing the noxious or dangerous weeds on or in front of the respective parcels of land is hereby in all respects confirmed.

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

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:2/20/2024

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description
resolution

Type
Cover Memo

Upload Date
2/15/2024

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

2/15/2024 - 3:13
PM

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:

January 2024: Officer Jonathan Kriss

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

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:2/20/2024

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description
resolution

Type
Cover Memo

Upload Date
2/16/2024

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

2/16/2024 - 9:10
AM

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

Sponsored by: Councilmembers William Carroll and C.J. Small

WHEREAS, Councilmembers Small and Carroll wishes to appropriate **\$1,000.00** each (**\$2,000.00 total**) to Mothers Involved Against Gun Violence., from their discretionary funds; and

WHEREAS, Mothers Involved Against Gun Violence, is an Alabama non-profit corporation which provides a service to the community; and

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

WHEREAS, the Mobile City Council determines that this appropriation to Mothers Involved Against Gun Violence, will be used to assist with the support of advocating against all violence, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **\$2,000.00** to Mothers Involved Against Gun Violence, for the purposes described hereinabove serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:2/20/2024

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description
resolution

Type
Cover Memo

Upload Date
2/16/2024

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

2/16/2024 - 9:12
AM

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

Sponsored by: Councilmembers: Cory Penn
William Carroll
C.J. Small
Gina Gregory

WHEREAS, Councilmember Penn wishes to appropriate **\$500.00** and Councilmembers Carroll, Small and Gregory wish to appropriate **\$2,000.00 (total \$6,500.00)** each to Providence Foundation for its Festival of Flowers, from their discretionary funds; and

WHEREAS, Providence Foundation, is an Alabama non-profit corporation which provides a service to the community; and

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

WHEREAS, the Mobile City Council determines that this appropriation to Providence Foundation, will be used to assist with the Seminars and Entertainment venue, which will serve a public purpose benefiting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **\$6,500.00** to Providence Foundation, for the purposes described hereinabove serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:2/20/2024

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description
resolution

Type
Cover Memo

Upload Date
2/16/2024

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

2/16/2024 - 9:35
AM

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

Sponsored by: Councilmember Cory Penn

WHEREAS, Councilmember Penn wishes to appropriate **\$2,000.00** to Mothers Involved Against Gun Violence., from his discretionary funds; and

WHEREAS, Mothers Involved Against Gun Violence, is an Alabama non-profit corporation which provides a service to the community; and

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

WHEREAS, the Mobile City Council determines that this appropriation to Mothers Involved Against Gun Violence, will be used to assist with the support of advocating against all violence, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **\$2,000.00** to Mothers Involved Against Gun Violence, for the purposes described hereinabove serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:2/20/2024

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description
packet

Type
Cover Memo

Upload Date
2/16/2024

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

2/16/2024 -
10:51 AM

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):

Fire Service Driver Jeffrey D. Turner (Emp #3877)

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

Subject: FW: Awards

Firefighter of the Month
Capt. DY Smith (Emp 8787)

Dear Mayor Stimpson:

I'm always contacting you to complain so I owe you this one.

At St. Pauls' Church this morning, Captain Dwight Smith from the Mobile Fire Department spoke at our 0630 men's group breakfast.

WoW! Captain Smith was really impressive!!

I guess he's been with the MFD for a long time, but we learned he was also with the USAF Air Guard for 20 years including stints in Germany and two wars in the Middle East.

I had almost decided not to attend this morning because I felt I knew all I needed to know about the subject, but I'm certainly glad I changed my mind and showed up.

Captain Smith did a terrific job of alerting us to fire dangers and solutions. He is an outstanding and dynamic speaker which really helps to bring his point across. I'm thankful that he is on the team working to educate the youth of our area as regards the dangers of fire.

Thanks.
Bill Heiter



AGENDA ITEM SUMMARY SHEET

Agenda of:2/20/2024

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson and Councilmember Small

Purpose and Scope of Project:

The work will involve removing and reinstalling the current swimming pool plaster, which measures around 65 by 80 feet and varies in depth. The Contractor shall extend the cool decking approximately 4' beyond the existing cool decking to the next concrete joint. The contractor will also be responsible for repairing or replacing damaged grates covers, skimmers, handrails and ladders.

Amount of Contract:

\$122,400.00

Funding Source

Project # Taylor Park - Pool Repairs PR-021-24

Discretionary Funds

Project String C0538 Taylor Park - Pool Repairs
(20002000-48010)

Contract Number:4895

Budget Amendment **REDUCE** **INCREASE**

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
PR-021-24_JPayne_Taylor Park_Routing Package	Cover Memo	2/14/2024

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	2/14/2024 - 5:15 PM
Capital	Rhodes, Brenda	Approved	2/15/2024 - 10:59 AM

Legal

Kern, Chris

Approved

2/15/2024 -
12:46 PM

Mayors
Office

Barber, James

Approved

2/15/2024 - 1:04
PM

RESOLUTION

2024

Sponsored by:

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

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

Name of Company: JPayne Organizations, LLC

Project Name: Taylor Park - Pool Repairs

Project Number: PR-021-24

Amount: \$122,400.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Taylor Park - Pool Repairs

CAPITAL PROJECT #: C0538 (20002000-48010)

CONTRACT AMOUNT: \$122,400.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-021-24

PROJECT DESCRIPTION: The work will involve removing and reinstalling the current swimming pool plaster, which measures around 65 by 80 feet and varies in depth. The Contractor shall extend the cool decking approximately 4' beyond the existing cool decking to the next concrete joint. The contractor will also be responsible for repairing or replacing damaged grates covers, skimmers, handrails and ladders.

VENDOR NAME: JPayne Organizations, LLC

VENDOR NUMBER: 294936

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: Emma Dean – Office Assistant I Date: 02/14/2024

AIA® Document A101® – 2017

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

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

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

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

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

JPayne Organizations, LLC
2655 Airport Blvd
Mobile, AL 36606
City of Mobile Business License Number: 46564
Secretary of State Registration Number: 000-429-657

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

PR-021-24: Taylor Park - Pool Repairs
1050 Baltimore St, Mobile, AL 36605
Scope shall consist of demolition of the existing pool plaster & tile and installing new plaster & pool tile to match existing. The contractor will also be repairing damaged grates covers and skimmers.

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

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

ADDITIONS AND DELETIONS:

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

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

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

The Owner and Contractor agree as follows.

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 Sixty (60) calendar days from the date of the Notice to Proceed for commencement of the Work. Substantial Completion shall be reached on or before May 6, 2024.

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

(Table deleted)

(Paragraph deleted)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be **One Hundred Twenty-Two Thousand Four Hundred and 00/100 (\$ 122,400.00)**, subject to additions and deductions as provided in the Contract Documents.

Base Bid:	\$114,900.00
Contingency Allowance:	\$5,000.00
Accessory Allowance:	\$2,500.00
Total Bid:	\$122,400.00

Total Contract Sum: \$122,400.00

§ 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 (\$ 5,000.00)

Accessory Allowance: Two Thousand Five Hundred and 00/100 (\$ 2,500.00)

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

(Table deleted)

§ 4.4 Unit prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
Unit description	Type of unit ex. Sf, Lf, yard	

§ 4.5 Liquidated damages:

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

A time charge equal to Two Hundred Fifty and 00/100 Dollars (\$250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeouts documents are not acceptably submitted for more than thirty (30) days after the date specified for the substantial Completion of the Work, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

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

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

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

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

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

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

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

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

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

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

§ 5.1.7 Retainage

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

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

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

§ 5.1.7.1.1 The following items are not subject to retainage:

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

N/A

§ 5.1.7.2

(Paragraphs deleted)

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

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

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

(Paragraphs deleted)

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

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

§ 5.2 Final Payment

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

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

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

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

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

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

The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that JPayne Organizations, LLC. has completed the contract for PR-021-24, Taylor Pool Repairs, 1050 Baltimore St., Mobile, AL 36605. 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 Owner will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

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

N/A

§ 6.2 Binding Dispute Resolution

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

(Check the appropriate box.)

☒ [X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

(Paragraph deleted)

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

(Paragraphs deleted)

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

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

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

Joseph Payne, Owner
2655 Airport Blvd
Mobile, AL 36606
J.Payne@live.com
251-471-0001

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth below:

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

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

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

- .1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America.
- .2 Employee's Liability Insurance shall be provided for limits of liability not less than:
 - A. Bodily Injury by Accident \$1,000,000 each accident
 - B. Bodily Injury by Disease \$1,000,000 each employee

- C. Bodily Injury by Disease \$1,000,000 each policy
- .3 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:
- A. Bodily Injury \$1,000,000 each person
\$1,000,000 each occurrence
- B. Property Damage \$1,000,000 each occurrence; or
- C. Bodily Injury and Property Damage \$1,000,000 combined single limit
- .4 Such comprehensive policy shall include the following:
- A. All liability of the Contractor, for the Contractor's Direct Operations.
- B. Subcontractor's Operations.
- C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
- D. General Aggregate Limit 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: \$2,000,000 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.

- .10 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.
- .11 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.
- .12 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds \$50,000.00.

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

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

account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

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

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

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

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

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

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

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

§ 8.6

(Paragraphs deleted)

Indemnification:

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

§ 8.7 Other provisions:

Contractor shall provide a minimum One (1) year warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required

by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply.

§ 8.8 Force Majeure:

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

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

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

(Paragraph deleted)

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

(Paragraphs deleted)

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

(Paragraph deleted)

.3 Drawings

Number	Title	Date
--------	-------	------

.4 Specifications

Section	Title	Date
01010	Summary of Work	1/24/2024
01210	Allowances	1/24/2024
01310	Project Management & Coordination	1/24/2024
01320	Construction Progress Documentation	1/24/2024
01330	Submittal Procedures	1/24/2024
01635	Substitution Procedures	1/24/2024
01700	Execution Requirements	1/24/2024
01731	Cutting and Patching	1/24/2024
01770	Close out Procedures	1/24/2024
017839	Project Record Documents	1/24/2024
033100	Site Concrete	1/24/2024
079200	Joint Sealants	1/24/2024
099113	Exterior Painting	1/24/2024
099600	High-Performance Coatings	1/24/2024
099011	Concrete Sealer	1/24/2024
131105	Structural Demolition	1/24/2024
131108	Epoxy Adhesives	1/24/2024
131108.4	Water Stops, Sealants and Non-Shrink Grout	1/24/2024
131109.01	Quartz Plaster Pool Coating	1/24/2024
131109.07	Pool Surface Preparation	1/24/2024
131110.01	Pool Signage	1/24/2024

.5 Addenda, if any:

Number	Date
Addendum 1	1/31/2024

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract

Init.

Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.6 Other Exhibits:

§ 9.2

(Paragraphs deleted)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Exhibit A – Pool Consultant’s Report	Assessment	8/22/2022	14
Exhibit B – Request for Waiver of Disadvantaged Business Enterprise (DBE) Goal		1/18/2024	2
Exhibit C - Images of Taylor Park Pool			6

(Paragraphs deleted)

§ 9.2.1 Other documents, if any, listed below:

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

BIDDING AND CONTRACT REQUIREMENTS

Section 00100	Invitation to Bid
Section 00200	Instructions to Bidders-AIA Document A701-2018
Section 00300	Supplementary Instructions to Bidders
Section 00400	Bid Form Accounting of Sales Tax Form C-3A Office of Supplier Diversity Subcontracting and Major Supplier Plan
Section 00500	Standard Form of Agreement Between Owner and Contractor AIA Document A101
Section 00600	Bonds, Certificates and Affidavits Performance Bond Labor and Material Payment Bond E-Verify Documentation (Sample) Application and Certificate for Payment-AIA Document G702and G703 with DBE Utilization Report Certificate of Substantial Completion-AIA Document G704 Contractor’s Affidavit of Payment of Debts and Claims-AIA Document G706 Contractor’s Affidavit of Release of Liens-AIA Document G706A Consent of Surety to Final Payment-AIA Document G707 Request for Taxpayer Identification Number and Certification W9 Tax Form and City of Mobile Vendor Information Form
Section 00700	General Conditions of the Contract for Construction-AIA Document A201

§ 9.2.2 Best Management Practices (BMPs): The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Storm water Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm water Management and Flood

Control. All Wastewater with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

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

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

§ 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:

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

§ 9.2.6 Severability Clause:

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

§ 9.2.7 Non-Agency Clause:

Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

Owner: City of Mobile

Legal Name of Party to Contract:
Contractor: JPayne Organizations, LLC

OWNER (Signature)

CONTRACTOR (By Signature)

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

Joseph Payne, Owner
(Printed name and title)

ATTEST:

City Clerk



STATE OF Alabama
COUNTY OF Mobile

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Joseph Payne as Owner of JPayne Organizations, LLC and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.

Sworn to and subscribed for me this 14 day of Feb, 2024.

NOTARY PUBLIC

My Commission Expires: 11/7/2026

Init.

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 **JPayne Organizations, LLC**
2655 Airport Blvd Mobile, AL 36606, hereinafter called the Principal, and Philadelphia Indemnity Insurance Company
231 St. Asaph's Rd, Suite 100, Bala Cynwyd, PA 19004, hereinafter called the Surety, are held and firmly bound unto the **City of Mobile**,

P. O. Box 1827, Mobile, AL 36633, hereinafter called the Owner, in the penal sum of One Hundred Twenty-Two Thousand Four Hundred and 00/100 (\$122,400.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the _____ day of _____, 2024 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete PR-021-24: Taylor Park - Pool Repairs 1050 Baltimore St, Mobile, AL 36605, 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 12th day of February, 2024.

CONTRACTOR AS PRINCIPAL


Company: JPayne Organizations, LLC
(Corporate Seal)

By: _____
(Signature)

Name and Title: _____

SURETY

Company: Philadelphia Indemnity Insurance Company
(Corporate Seal)

By:  _____
(Signature)

Name and Title: David Gonsalves, Attorney In - Fact

Resident Agent:  _____
(Signature)

Name and Title: David Gonsalves, Attorney In - Fact

Company Name: Philadelphia Indemnity Insurance Company

Address: 6701 Carmel road Suite 250
Charlotte, NC 28226

Phone and Fax: (800)-438-1162, (704) 364-3214

Owner's Representative: Cassie Boatwright

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

Bond# CE12055700135

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **David Gonsalves of The Bond Exchange, Inc. a Wholesale Insurance Agency** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$50,000,000**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PHILADELPHIA INDEMNITY INSURANCE COMPANY** on the 14th of November, 2016.

RESOLVED:

That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER
RESOLVED:**

That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

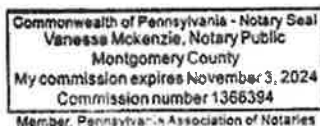
IN TESTIMONY WHEREOF, **PHILADELPHIA INDEMNITY INSURANCE COMPANY** HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.



(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 12th day of February 2024



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

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 **JPayne Organizations, LLC**

2655 Airport Blvd Mobile, AL 36606, as Principal, and Philadelphia Indemnity Insurance Company
231 St. Asaph's Rd, Suite 100, Bala Cynwyd, PA 19004, 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 of One Hundred Twenty-Two Thousand Four Hundred and 00/100 (\$122,400.00) 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 Obligee, dated the ____ day of _____, 2024 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete PR-021-24: Taylor Park - Pool Repairs, 1050 Baltimore St, Mobile, AL 36605, 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 David Gonsalves **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 12 day of February, 2024

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title: _____
Joseph Payne

SURETY

Company: Philadelphia Indemnity Insurance Company
(Corporate Seal)

By: _____
(Signature)

Name and Title: David Gonsalves, Attorney - In - Fact

Resident Agent: _____
(Signature)

Name and Title: David Gonsalves, Attorney - In - Fact
Company Name: Philadelphia Indemnity Insurance Company
Address: 6701 Carmel road Suite 250
Charlotte, NC 28226
Phone and Fax: (800)-438-1162, (704) 364-3214

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

Labor and Material Payment Bond

Bond# CE12055700135

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint David Gonsalves of The Bond Exchange, Inc. a Wholesale Insurance Agency its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED:

That the Board of Directors hereby authorizes the President or any Vice President of the Company; (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER
RESOLVED:**

That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

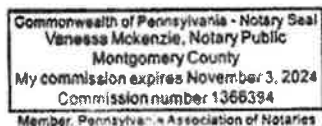
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.



(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 12th day of February 2024



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



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

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

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

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

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

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

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



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

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


FORM 1: Background and Plan

Section I. Information about your company

Company	JPAYNE ORGANIZATION
Address	2655 AIRPORT BLVD MOBILE AL 36606
Telephone	251-471-0001
E-Mail	J.Payne@live.com

RFP/RFQ Solicitation Number	PR 021-24
Project Description	Taylor Park Pool Repair
Is your company a DBE company?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Work force demographics	Male 4 Female 1 Minority 4 Non-minority 1 SDVO
Total #of Employees	5

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Joseph Payne
Signature:  Date: 2/7/24
Title: Owner

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

Name: Joseph Payne Title: Owner
Email: J.Payne@live.com Phone: 251-471-0001



CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan (Cont'd)

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

Please Print Company	JPayne Organization	Your Bid/Proposal Amount \$
		123,400

5/7/24	Description
	Taylor Park Pool Repair

Name of Bidder/Proposer: JPayne Organization

Date:

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

[illegible]



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

Form 2: Good Faith Effort Documentation

Name of Bidder: JPayne Organization

Contact Person: Joseph Payne Phone 251-471-0001 Email J.Payne@live.com

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

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



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

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

CONTRACT RECORDS:

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

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

Section 2(B)

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

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

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

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



Alabama Secretary of State



JPayne Organizations, LLC	
Entity ID Number	000-429-657
Entity Type	Domestic Limited Liability Company
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	01/26/2009
Registered Agent Name	PAYNE, JOSEPH
Registered Office Street Address	5253 HWY 90 B MOBILE, AL 36619
Registered Office Mailing Address	Not Provided
Nature of Business	ACQUIRE/OWN/LEASE/MANAGE/RENT REAL PROPERTY
Members	
Member Name	PAYNE, JOSEPH
Member Street Address	Not Provided
Member Mailing Address	Not Provided
Annual Reports	
Report Year	2010 2011 2012 2015 2016 2017 2018 2019 2020 2021 2022 2023
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	01/26/2009 Certificate of Formation 2 pgs.

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



Company ID Number: 468942
Client Company ID Number: 685566

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent and DHS respectively.

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer jpayne organization

Joseph Payne
Name (Please Type or Print)

Signature

Owner

Title

6/26/13

Date

E-Verify Employer Agent Alabama Department of Homeland Security

Donyelle Marshall

Name (Please Type or Print)

Title

Electronically Signed

Signature

06/26/2013

Date

Department of Homeland Security – Verification Division

Name (Please Type or Print)

Title

Signature

Date

**Information Required
For the E-Verify E-Verify Employer Agent Program**

Information relating to your Company:

Company Name: jpayne organization

Company ID Number: 468942
Client Company ID Number: 685566

Company Facility Address: 2655 airport blvd

mobile, AL 36606

County or Parish: MOBILE

Employer Identification
Number: 202394360

North American Industry
Classification Systems
Code: 813

Administrator: Joseph Payne

Number of Employees: 1 to 4



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/08/2024

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 Millsaps Insurance Agency 519 Azalea Road Mobile, AL 36609	CONTACT NAME: Stacy P. Baria, CISR PHONE (A/C, No. Ext): (251)344-0427 E-MAIL ADDRESS: stacy@millsapsinsurance.com FAX (A/C, No): (251)380-0002
INSURED Joseph Payne DBA: JPayne Organizations, LLC 2655 Airport Blvd. Mobile, AL 36606	INSURER(S) AFFORDING COVERAGE INSURER A: Alabama Home Builders Self Insured Fund INSURER B: Safety National Casualty Corporation INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 15105

COVERAGES

CERTIFICATE NUMBER: 00010690-0

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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	37211	01/01/2024	12/31/2024	X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Work Comp Excess			SP4067497	01/01/2024	12/31/2024	Aggregate 1,000,000

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

Project Name: Taylor Park - Pool Repairs Project Number: PR-021-24

CERTIFICATE HOLDER

CANCELLATION

City of Mobile PO Box 1827 Mobile, AL 36633	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  (SPB)
--	---



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/14/2024

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

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

PRODUCER Advanced Insurance Resources, Inc. P. O. Box 9787 Mobile, AL 36691	CONTACT NAME: PHONE (A/C No. Ext): 251-660-0076 FAX (A/C No): 251-660-1594 E-MAIL ADDRESS:														
INSURED JPayne Organization, LLC 2655 AIRPORT BLVD MOBILE, AL 36606	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: RVU/CRUM&FORSTER</td><td></td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: RVU/CRUM&FORSTER		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: RVU/CRUM&FORSTER															
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			GLO-101614	11/09/23	11/09/24	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Contractual liability						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						
	DED						
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> N / A					E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

City Of Mobile is included as additional insured with respect to general liability , General liability shall be primary and non contributory with a waiver of subrogation in favor of The City Of Mobile

re: Project : PR-021-024 (Taylor Park- Pool Repairs)

CERTIFICATE HOLDER**CANCELLATION**

City Of Mobile P O Box 1827 Mobile, Alabama 36633	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Richard F Thompson Sr</i>

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/8/2024

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

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

PRODUCER  STATE FARM INSURANCE STEVE HOLLEY, AGENT 7221 GRELOT RD STE A MOBILE AL 36695	CONTACT NAME: ASHLEY BUTLER PHONE (A/C, No, Ext): 2517767797 FAX (A/C, No): 2517767705 E-MAIL ADDRESS: ASHLEY.BUTLER.M1KU@STATEFARM.COM INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Mutual Automobile Insurance Company INSURER B: <input type="checkbox"/> INSURER C: <input type="checkbox"/> INSURER D: <input type="checkbox"/> INSURER E: <input type="checkbox"/> INSURER F: <input type="checkbox"/> NAIC # 25178
INSURED JPAYNE ORGANIZATION, LLC JOSEPH PAYNE 2655 AIRPORT BLVD MOBILE AL 36606	

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

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

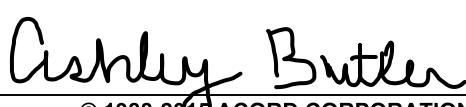
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	225 8175-E20-01C	11/20/2023	05/20/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$ \$ \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	Y	Y	01-BZ-M431-8	04/29/2023	04/29/2024	EACH OCCURRENCE AGGREGATE \$ 2,000,000 \$ 2,000,000 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A						PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ \$ \$ \$

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

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

PR-021-24: (Taylor Park - Pool Repairs)

CERTIFICATE HOLDER**CANCELLATION**

CITY OF MOBILE P.O. BOX 1827 MOBILE AL 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

02/14/2024

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

AGENCY INSURANCELINK PO BOX 10197 JACKSONVILLE, FL 32247-0197	PHONE (A/C, No, Ext): +1 800 431 4836	COMPANY American Zurich Insurance Company
FAX (A/C, No):	E-MAIL ADDRESS: info@insurancelinkdirect.com	
CODE: 61146437	SUB CODE:	
AGENCY CUSTOMER ID #:		
INSURED JPayne Organization LLC 2655 Airport Blvd Mobile, AL 36606	LOAN NUMBER	POLICY NUMBER BR78594460
	EFFECTIVE DATE 02/14/2024	EXPIRATION DATE 08/14/2024
		<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
	THIS REPLACES PRIOR EVIDENCE DATED:	

PROPERTY INFORMATION

LOCATION/DESCRIPTION 150 Baltimore Street Mobile, AL 36605
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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Builders Risk Coverage Form		\$1,000
Renovations and Improvements	\$122,400	
All Covered Property at all Locations	\$122,400	

REMARKS (Including Special Conditions)

Wind Deductible 3%
Project# PR-021-24 (Taylor Park - Pool Repairs)

CANCELLATION

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

ADDITIONAL INTEREST

NAME AND ADDRESS City of Mobile P.O. Box 1827 Mobile, AL 36633-1827	MORTGAGEE <input checked="" type="checkbox"/>	ADDITIONAL INSURED <input type="checkbox"/>
	LOSS PAYEE <input type="checkbox"/>	
	LOAN #	
	AUTHORIZED REPRESENTATIVE <i>Chelsea Amanda Dierking</i>	

Disclosure Statement



It is our pleasure to present the enclosed policy to you
for presentation to your customer.

INSTRUCTION TO AGENT OR BROKER:

WE REQUIRE THAT YOU TRANSMIT THE ATTACHED/ENCLOSED DISCLOSURE STATEMENT TO THE CUSTOMER
WITH THE POLICY.

Once again, thank you for your interest, and we look forward to meeting your needs and those of your customers.

Disclosure Statement



NOTICE OF DISCLOSURE FOR AGENT & BROKER COMPENSATION

If you want to learn more about the compensation Zurich pays agents and brokers visit:

<https://www.zurichna.com/producercompensation>

or call the following toll-free number: (866) 903-1192.

This Notice is provided on behalf of Zurich American Insurance Company
and its underwriting subsidiaries.

BUILDERS RISK COVERAGE DECLARATIONS

The Declarations, Supplemental Declarations, Common Policy Conditions, Commercial Inland Marine Conditions, Coverage Form(s) And Endorsement(s), if any, issued to and forming a part thereof, complete the Commercial Insurance Policy numbered as follows:

**American Zurich Insurance Company
A Stock Company
Administrative Office: 1299 Zurich Way
Schaumburg, IL 60196 Phone: 800-382-2150**

THIS IS A COINSURANCE CONTRACT

Please read your policy.

☒ **New Policy** **BR78594460**
☐ **Renewal of**
☐ **Rewrite of**

In return for the payment of the premium, and subject to all terms of this policy, we agree with you to provide the insurance as stated in this policy.

1. Named Insured and Mailing Address:

JPayne Organization LLC
2655 Airport Blvd
Mobile, AL 36606

2. Producer Information:

A Name: INSURANCELINK
PO BOX 10197
JACKSONVILLE, FL 32247-0197
B Telephone # +1 800 431 4836
C Fax #
D Zurich Producer # 61146437
E Field Office Name
F Field Office Code

3. Policy Period – From: 02/14/2024 **To:** 08/14/2024
12:01 a.m. at your mailing address above.

4. Form of Business: ☐ Individual ☐ Partnership ☐ Corporation ☐ Joint Venture ☒ Other LLC

5. Limits of Insurance (either One-Shot or Reporting Form as indicated below)

☒ **SUPPLEMENTAL DECLARATIONS**

(If this box is checked, Supplemental Declarations is attached to and forms a part of this policy)

☐ **Reporting Form (continuous policy)**
☐ **Annual Rate** ☐ **Monthly Rate (HBIS – 4)**

A) Any one building or structure \$
B) All covered property at all locations \$
C) Rate Per Report
D) Premium Per Report
E) Total Taxes and Surcharges Per Report
(per attached endorsement – N/A in NY)
F) **Total Fully Earned Policy Premium** Per Report

☒ **One-Shot (non-reporting form/single structure policy)**
☐ **1-4 Family Dwelling** ☒ **Commercial Structure**

Property Location

150 Baltimore Street
Mobile, AL 36605

New Construction

A) Any one building or structure \$ 122,400
B) All covered property at all locations \$ 122,400
(same as A unless otherwise noted)

Remodeling

D) Renovations and improvements \$ See new construction
E) Existing buildings or structures \$
F) Rate \$ 0.413
G) Premium \$ 506.00
H) Total Taxes and Surcharges \$ 0.00
(per attached endorsement)

I) **Total Fully Earned Policy Premium** \$ 506.00
(minimum premium applicable)

6. Deductible: ☐ \$500 ☒ \$1,000 ☐ \$2,500 ☐ \$5,000 ☐ Other

7. Forms Applicable To This Coverage Part:

SEE SCHEDULE OF FORMS AND ENDORSEMENTS

Countersigned: 2/14/2024

Date

By:

Nicole Gonzalez
Authorized Representative

FM-170001 (04-10)

BUILDERS RISK COVERAGE SUPPLEMENTAL DECLARATIONS

Policy Number: BR78594460

Policy Type: ☐ Reporting Form (continuous policy) OR ☒ One Shot (non-reporting form/single structure policy)

ADDITIONAL COVERAGES (COVERAGE FORM)

LIMIT OF INSURANCE

a. Collapse	Included
b. Scaffolding, Construction Forms And Temporary Structures	\$ 50,000
Re-erection Of Scaffolding	\$ 25,000
c. Debris Removal	\$ 50,000
d. Back-Up Or Overflow Of Sewers, Drains Or Sumps	\$ 25,000
e. Fire Department Service Charge	\$ 25,000
f. Valuable Papers And Records	\$ 50,000
g. Pollutant Clean-Up And Removal	\$ 25,000
h. Ordinance Or Law – Direct Damage	
Loss To The Undamaged Portion Of The Building	Included
Demolition Cost	\$ 122,400
Increased Cost Of Construction	\$ 122,400
Combined Aggregate For Demolition Cost And Increased Cost Of Construction	\$ 122,400
i. Preservation Of Property	Included
j. Rewards	\$ 25,000
k. Property At A Temporary Storage Location	\$ 25,000
l. Property In Transit	\$ 25,000
m. Claim Preparation Expense	\$ 10,000
n. Contract Penalties	\$ 25,000

OPTIONAL ADDITIONAL COVERAGES (ENDORSEMENTS)

<input type="checkbox"/> Business Income (HBIS-95)	\$
Anticipated Project Completion Date	
Monthly Limit Of Indemnity	(fraction)
Deductible Period	days
Civil Authority	
<input type="checkbox"/> Business Income And Extra Expense (HBIS-82)	\$
Anticipated Project Completion Date	
Monthly Limit Of Indemnity	(fraction)
Deductible Period	days
Business Income	
Extra Expense	
Civil Authority	
<input type="checkbox"/> Development Or Subdivision Fences, Walls And Signs (HBIS-58)	\$
<input type="checkbox"/> Expediting Expense (HBIS-93)	\$
<input type="checkbox"/> Extra Expense (HBIS-92)	\$
<input type="checkbox"/> Marine Model Home Contents Coverage (<input type="checkbox"/> HBIS-52 – OR -- <input type="checkbox"/> HBIS-77)	\$
<input type="checkbox"/> Soft Costs Coverage (HBIS-88)	\$
Anticipated Project Completion Date	
Deductible Period	days
Expense To Mitigate Loss	
Civil Authority	
<input type="checkbox"/> Builders Risk Green Building (HBIS-96)	\$
Limit Of Liability	
"LEED® Building Rating"	

Policy Number BR78594460

SCHEDULE OF FORMS AND ENDORSEMENTS

Named Insured: JPayne Organization LLC

Effective Date: 02/14/2024

12:01 A.M., Standard Time

Agent Name: INSURANCELINK

Agent No.: 61146437

FM170001(04/10), HBIS-91(01/20), U-GU-619-A CW(10/02), U-GU-319-F(01/09), 40471(01/20), HBIS-1(04/09), HBIS-43(01/20), HBIS-67(01/20), HBIS-83(06/17), HBIS-84(04/09), U-GU-630-E CW(01/20), U-GU-767-B CW(01/15), IL0003(09/08), CM0001(09/04), CM 0144(05/08), IL0190(04/15), IL0017(11/98), 1001NR(01/20), U-GU-1191-A CW(03/15)



U-GU-619-A CW (10/02)



Important Notice – In Witness Clause

In return for the payment of premium, and subject to the terms of this policy, coverage is provided as stated in this policy.

IN WITNESS WHEREOF, this Company has executed and attested these presents and, where required by law, has caused this policy to be countersigned by its duly Authorized Representative(s).

[] []

President *Corporate Secretary*

QUESTIONS ABOUT YOUR INSURANCE? Your agent or broker is best equipped to provide information about your insurance. Should you require additional information or assistance in resolving a complaint, call or write to the following (please have your policy or claim number ready):

Zurich in North America
Customer Inquiry Center
1299 Zurich Way
Schaumburg, Illinois 60196-1056
1-800-382-2150 (Business Hours: 8am - 4pm [CT])
Email: info.source@zurichna.com

Builders Risk Coverage Form



Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Words and phrases that appear in quotation marks have special meaning. Refer to Section **F. DEFINITIONS**.

Coverage provided by Coverage Form is also subject to all Conditions in the Common Policy Conditions and Commercial Inland Marine Conditions forms.

A. COVERAGE

We will pay for direct physical loss or damage to Covered Property from a Covered Cause of Loss described in this Coverage Form.

1. **Covered Property**, as used in the Coverage Form, means:

Property which has been installed or is to be installed in any "commercial structure" or any one to four family dwelling, private garage or other structure that will be used to service the "commercial structure" or one to four family dwelling at the location which you have reported to us. This includes:

- a. Your property;
- b. Property of others for which you are legally responsible;
- c. Paving, curbing, fences and outdoor fixtures;
- d. Trees, shrubs, plants, grass, lawns and landscaping materials installed by you or on your behalf;
- e. Completed single family dwelling which is being used as a model home when reported to us as such on monthly reports with an amount shown; and
- f. Foundations of buildings and foundations of structures in the course of construction.

2. **Property Not Covered**

Covered Property does not include:

- a. Existing buildings or structures to which an addition, alteration, improvement, or repair is being made, unless specifically endorsed;
- b. Plans, blueprints, designs or specifications, except as provided in paragraph **A.4. Additional Coverage** of this Coverage Form;
- c. Land and water;
- d. "Existing inventory", unless specifically endorsed;
- e. Contractors' tools, equipment, machinery and property of a similar nature not designated to be a permanent part of the location which you have reported to us; and
- f. Outdoor trees, shrubs, plants, grass, lawns and landscaping materials that existed prior to the policy's effective date at a location which you have reported to us.

3. Covered Cause Of Loss

Covered Cause of Loss means risk of direct physical loss or damage to Covered Property except those causes of loss listed in Section **B. EXCLUSIONS**.

4. Additional Coverages

a. Collapse

We will pay for direct physical loss or damage to Covered Property, caused by "collapse" of all or part of a building or structure insured under this Coverage Form, if the "collapse" is caused by one or more of the following:

- (1) Fire; lightning; windstorm; hail; explosion; smoke; aircraft; vehicles; riots; civil commotion; vandalism; breakage of glass; falling objects; weight of snow, ice or sleet;
- (2) "Water damage", but only if the causes of loss are otherwise covered in this Coverage Form;
- (3) Hidden decay;
- (4) Hidden insect or vermin damage;
- (5) Weight of people or personal property;
- (6) Weight of rain that collects on a roof; or
- (7) Use of defective materials or methods in construction, remodeling or renovation if the "collapse" occurs during the course of the construction, remodeling or renovation.

This Additional Coverage does not increase the Limits of Insurance provided in the Coverage Form.

b. Scaffolding, Construction Forms And Temporary Structures

- (1) We will pay for direct physical loss or damage caused by or resulting from a Covered Cause of Loss to scaffolding, construction forms and temporary structures, including fully enclosed office and tool trailers, but only while they are at a construction site you have reported to us. The most we will pay for this Additional Coverage is the Limit of Insurance shown in the Supplemental Declarations for Scaffolding, Construction Forms And Temporary Structures.
- (2) We will also pay for the cost of re-erection of the scaffold if the loss or damage of the scaffolding is caused by or results from a Covered Cause of Loss. The most we will pay for this Additional Coverage is the Limit of Insurance shown in the Supplemental Declarations for Re-erection Of Scaffolding.

No deductible applies to this Additional Coverage.

c. Debris Removal

We will pay your expenses to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss under this Coverage Form. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage. If the sum of the loss or damage and debris removal expenses exceeds the Limit of Insurance applicable to the property, we will pay an additional amount of debris removal expenses you incur in excess of the Limit of Insurance applicable to the property up to, but not exceeding the Limit of Insurance shown in the Supplemental Declarations for Debris Removal.

This Additional Coverage does not apply to costs to:

- (1) Extract "pollutants" from land or water; or

(2) Remove, restore or replace polluted land or water.

No deductible applies to this Additional Coverage.

d. Back-Up Or Overflow Of Sewers, Drains Or Sumps

We will pay for loss or damage to Covered Property caused by water that backs up or overflows from a sewer, drain or sump from within the reported location.

The most we will pay for all loss or damage caused by or resulting by back-up or overflow of sewers, drains or sumps is the Limit of Insurance, for any one occurrence, shown in the Supplemental Declarations for Back-Up Or Overflow Of Sewers, Drains Or Sumps.

No deductible applies to this Additional Coverage.

e. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay for your liability for the fire department service charges which are:

(1) Assumed by contract or agreement prior to loss or damage; or

(2) Required by local ordinance or law.

The most we will pay for this Additional Coverage is the Limit of Insurance shown in the Supplemental Declarations for Fire Department Service Charge.

No deductible applies to this Additional Coverage.

f. Valuable Papers And Records

We will pay for direct physical loss or damage to "valuable papers and records" caused by or resulting from a Covered Cause of Loss.

When there is a duplicate, we will pay for the blank materials for reproducing the records and labor to transcribe or copy the records. When there is no duplicate, we will pay the costs to research, replace, restore or reproduce the lost information on lost or damaged "valuable papers and records".

The most we will pay for this Additional Coverage is the Limit of Insurance shown in the Supplemental Declarations for Valuable Papers And Records.

No deductible applies to this Additional Coverage.

g. Pollutant Clean-Up And Removal

We will pay your expense to extract "pollutants" from land or water at locations reported to us if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from land or water.

The most we will pay for this Additional Coverage is the Limit of Insurance shown on the Supplemental Declarations for Pollutant Clean-Up And Removal during each separate 12 month period from the effective date of the policy.

No deductible applies to this Additional Coverage.

h. Ordinance Or Law – Direct Damage

(1) Coverage For Loss To Undamaged Portion Of The Building Or Structure

- (a)** If a Covered Cause of Loss occurs to Covered Property at the construction site reported to us, we will pay for loss or damage to the undamaged portion of the property as a consequence of enforcement of any ordinance or law that:
 - (i)** Requires the demolition of parts of the same property not damaged by a Covered Cause of Loss;
 - (ii)** Regulates the construction or repair of property, or establishes zoning or land use requirements at the construction site; and
 - (iii)** Is in force at the time of loss or damage.
- (b)** Coverage for loss or damage to the undamaged portion of the structure is included within the applicable Limit of Insurance for that location. This is not additional insurance.

(2) Demolition Cost Coverage

- (a)** If a Covered Cause of Loss occurs to Covered Property at the construction site reported to us, we will pay the cost to demolish and clear the construction site of undamaged parts of the property, as a consequence of enforcement of building, zoning or land use ordinance or law.
- (b)** The most we will pay for Demolition Cost Coverage is the amount of loss or damage or the Limit of Insurance shown in the Supplemental Declarations for Demolition Cost, whichever is less.

(3) Increased Cost Of Construction Coverage

- (a)** If a Covered Cause of Loss occurs to Covered Property at the construction site reported to us, we will pay for the increased cost necessary to repair, rebuild or reconstruct the damaged portions of that Covered Property when the increased cost is a consequence of enforcement of building, zoning or land use ordinance or law. If the Covered Property is repaired or rebuilt, it must be intended for the same occupancy as the property prior to the loss or damage, unless otherwise required by zoning land use ordinance or law.
 - (b)** If the ordinance or law requires relocation to another site, we will pay the increased cost of construction at the new site as set forth below in paragraph **(c)** below.
 - (c)** The most we will pay for Increased Cost of Construction Coverage is the amount of loss or damage or the Limit of Insurance shown in the Supplemental Declarations for Increased Cost Of Construction, whichever is less.
 - (d)** We will not pay under this coverage for costs associated with the enforcement of any ordinance or law that was in effect prior to the start of the construction at the location you have reported to us.
- (4)** The most we will pay in total for Demolition Cost Coverage and Increased Cost of Construction Coverage for loss or damage from any one occurrence is the Limit of Insurance shown in the Supplemental Declarations for Combined Aggregate For Demolition Cost And Increased Cost Of Construction.

(5) We will not pay under this Additional Coverage for costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "pollutants".

(6) We will not pay under this Additional Coverage for costs associated with the enforcement of any ordinance or law for existing buildings or structures.

i. Preservation Of Property

If it is necessary to move Covered Property from the location reported to us or described on the Declarations, to preserve it from loss or damage by a Covered Cause of Loss, we will pay for any direct physical loss or damage to that property:

(1) While it is being moved or while temporarily stored at another location; and

(2) Only if the loss or damage occurs within 30 days after the property is first moved.

This Additional Coverage is part of, and not in addition to, the Limit of Insurance applicable to the Covered Property.

j. Rewards

At our option, we may reimburse you for rewards you pay, other than to you, your partners or officers, for information which leads to the conviction of any one or more persons responsible for loss or damage covered under this Coverage Form. Payment and the amount of any reimbursement will be at our sole discretion.

The most we will pay for this Additional Coverage is the Limit of Insurance shown in the Supplemental Declarations for Rewards.

k. Property At A Temporary Storage Location

We will pay for direct physical loss or damage caused by a Covered Cause of Loss to Covered Property while temporarily in storage at a location other than a location which you have reported to us.

We will not pay under this Additional Coverage for property in storage if the property has not been specifically allocated to or otherwise identified with a covered building or structure.

The most we will pay for this Additional Coverage is the Limit of Insurance shown in the Supplemental Declarations for Property At A Temporary Storage Location.

l. Property In Transit

We will pay for direct physical loss or damage caused by a Covered Cause of Loss to Covered Property while in transit.

The most we will pay for this Additional Coverage is the Limit of Insurance shown in the Supplemental Declarations for Property In Transit.

m. Claim Preparation Expense

We will reimburse your actual costs for reasonable and necessary claim preparation expenses, as requested by us for determining the amount of loss or damage, prior to finalizing a claim adjustment, as a result of a Covered Cause of Loss.

(1) Claim preparation expense means the expense incurred by you for:

- (a) Your employees to produce or certify any particulars or details contained within your books or documents, or such other proofs, information or evidence required by us;
 - (b) Taking inventory, conducting independent appraisals, or gathering and preparing other data to substantiate the amount of loss or damage; and
 - (c) Services provided by accountants, auditors, contractors, architects and engineers or other professionals solely for the purpose of determining the amount of loss or damage.
- (2) Claim preparation expense does not mean the expense incurred for:
- (a) Negotiating or presenting any claim that we have disputed or denied;
 - (b) Attorneys, public adjusters, loss appraisers or loss consultants; or
 - (c) Examinations under oath, even if requested by us.

This Additional Coverage does not apply until a claim for covered loss or damage to Covered Property has been submitted to and accepted by us. In the event that the amount of covered loss or damage does not exceed the applicable Deductible, no coverage will apply under this Additional Coverage.

The most we will pay for this Additional Coverage in any one occurrence is the Limit of Insurance shown in the Supplemental Declarations for Claim Preparation Expense.

No deductible applies to this Additional Coverage.

n. Contract Penalties

If the first Named Insured is a general contractor, we will pay contractual penalties the first Named Insured is legally liable to pay under the provisions of a written construction contract signed prior to the start of construction for late or non-completion of construction due to direct physical loss or damage to Covered Property from a Covered Cause of Loss at the location which you have reported to us.

The most we will pay for this Additional Coverage in any one occurrence is the Limit of Insurance shown in the Supplemental Declarations for Contract Penalties.

No deductible applies to this Additional Coverage.

Paragraph 2.e. of Section **B. EXCLUSIONS** does not apply to this Additional Coverage.

B. EXCLUSIONS

1. We will not pay for loss or damage caused directly or indirectly by or resulting from any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

a. Governmental Action

Seizure or destruction of property by order of any governmental authority. But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if that fire would be covered under this Coverage Form.

b. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if nuclear reaction or radiation contamination results in fire, we will pay for the loss or damage caused by that fire.

c. War And Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action hindering or defending against an actual or expected attack by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

d. Earth Movement

- (1) Any earth movement (other than sinkhole collapse), such as an earthquake, landslide, mine subsidence or earth sinking, rising or shifting. But if earth movement results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

(2) Volcanic Action

Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire, building glass breakage or volcanic action, we will pay for the loss or damage caused by that fire, building glass breakage or volcanic action.

Volcanic action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- (a)** Airborne volcanic blast or airborne shock waves;
- (b)** Ash, dust or particulate matter; or
- (c)** Lava flow.

All volcanic eruptions that occur within any 168 hour period will constitute a single occurrence.

Volcanic action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property.

This exclusion does not apply to Covered Property while in transit.

e. Water

- (1) Flood, surface water, waves, tides, tidal waves, tsunamis, overflow of any body of water or their spray, all whether driven by wind or not;
- (2) The interior of any building or structure caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:
 - (a)** The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or
 - (b)** The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.
- (3) Mudslide or mudflow;
- (4) Water that backs up or overflows from a sewer, drain or sump, except as provided in the **Back-Up Or Overflow Of Sewers, Drains Or Sumps** Additional Coverage;

- (5) Water under the ground surface pressing on, or flowing or seeping through Covered Property;
- (6) Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing unless you:
 - (a) Do your best to maintain heat in the building or structure; or
 - (b) Drain the equipment and shut off the supply if the heat is not maintained.

But if water, as described in **e.(1)** through **e.(5)** above, results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

- 2. We will not pay for a loss or damage caused by or resulting from any of the following:
 - a. Delay, loss of use, or loss of market. This does not include "profit" if reported in compliance with the **Reporting Provisions** Additional Condition.
 - b. Dishonest or criminal acts by you, any of your partners, employees or leased employees, directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose.

This exclusion applies:

- (1) While acting alone or in collusion with others; and
- (2) Whether or not occurring during the hours of employment.

This exclusion does not apply to acts of physical destruction by your employees or leased employees.

This exclusion does not apply to Covered Property while it is entrusted to others who are carriers for hire.

- c. Unexplained or mysterious disappearance except for property in custody of a carrier for hire.
- d. Shortage of property found upon taking inventory.
- e. Penalties for noncompliance with contract conditions, except as provided in the Contract Penalties Additional Coverage.
- f. "Collapse", except as provided in the **Collapse** Additional Coverage.
- g. (1) Wear and tear.
 - (2) Any quality in the property itself that causes it to damage or destroy itself; or that causes gradual deterioration.
 - (3) Insects, vermin, rodents.
 - (4) Corrosion, rust, fungus, mold, mildew, rot.
 - (5) Dampness, changes in or extremes of temperatures, all whether atmospheric or not.
 - (6) Settling, cracking, shrinking, or expansion of any Covered Property.
- h. Rain, snow, sleet, sand or dust that damages Covered Property that is in the open awaiting installation at the location reported to us. This does not apply to Covered Property in the custody of a carrier for hire.

- i. Artificially generated electrical current; mechanical breakdown; rupturing or bursting caused by centrifugal force.
 - j. Testing, start-up, commissioning, examination or trial of Covered Property such as boilers, ovens, stoves, turbines, pumps, process equipment or equipment of a similar nature to prove their ability or function. This includes any form of testing making use of feedstock, including operational tests, performance tests, or other tests performed in conjunction with such testing. This exclusion does not apply to "electrical testing", "mechanical testing", "pneumatic testing" or "hydrostatic testing" used in the start-up and testing of building systems that are intended to service a building.
3. We will not pay for loss or damage caused by or resulting from any of the following. But if loss or damage by a Covered Cause of Loss results, we will pay for the resulting loss or damage caused by that Covered Cause of Loss.
- a. Weather conditions which contribute in any way to a cause or event excluded in paragraph 1. above to produce the loss or damage.
 - b. Acts or decisions, including the failure to act or decide, of any person, group, or organization representing a governmental, regulatory or controlling body.
 - c. Faulty, inadequate or defective:
 - (1) Planning, zoning, development, surveying, siting;
 - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - (3) Materials used in repair, construction, renovation or remodeling; or
 - (4) Maintenance;
 of all or part of any Covered Property wherever located.
 - d. The discharge, dispersal, seepage, migration, release or escape of "pollutants", except as provided under **Pollutant Clean-Up And Removal** Additional Coverage.

C. LIMITS OF INSURANCE

The most we will pay for loss or damage to any one building or structure is the lesser of the Limit of Insurance shown in the Declarations for that one building or structure or the "total estimated completed value" that was reported to us for that one building or structure. The most we will pay for loss or damage in any one occurrence is the Limit of Insurance shown in the Declarations for all Covered Property at all locations.

D. DEDUCTIBLE

We will not pay for loss or damage in any one occurrence until the amount of covered loss or damage exceeds the Deductible shown in the Declarations. We will then pay the amount of the covered loss or damage which exceeds the Deductible, up to the applicable Limit of Insurance.

E. ADDITIONAL CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and the Commercial Inland Marine Conditions:

1. Coverage Territory

The coverage territory is United States of America (including its territories and possessions).

2. Where Coverage Applies

This coverage applies to Covered Property while within the coverage territory while:

- a. At any construction site you have reported;
- b. Temporarily at other premises, if the property has been designated to be installed at a location you have reported to us; or
- c. In transit except imports or exports while ocean marine coverage applies.

3. When Coverage Begins And Ends

We will cover risk of loss or damage from the time when you are legally responsible for the Covered Property on or after the effective date of this policy if all other conditions are met. Coverage will end at the earliest of the following:

- a. Once your interest in the Covered Property ceases;
- b. Ninety days after initial occupancy of the Covered Property unless:
 - (1) That building is being used as a model home;
 - (2) That building is being remodeled and is a single family dwelling; or
 - (3) That building is being used as a "model home leaseback".
- c. When the Covered Property is leased to or rented to others:
 - (1) For a single family dwelling, when the building is leased or rented to others;
 - (2) For a two, three or four family dwelling, when 50% or more of the units in the structure are leased to or rented to others; or
 - (3) For a "commercial structure", when 75% or more of the square footage space is leased to or rented to others.

This does not apply to pre-leases established prior to construction.

- d. When you abandon the reported location with no intention to complete it;
- e. At the end of 12 months from the month when you first reported the location to us unless you report the location again and pay an additional premium. If the location is reported again and the additional premium is paid, coverage will end at the end of 12 months from the month when you re-reported the location to us as described in the **Reporting Provisions** Additional Condition. You have the option to report the same location a third time at the end of the second 12 month period, provided the required additional premium is paid. Coverage for this third 12 month term will end at the end of 12 months from the month you re-reported the location for a third term; or

For coverage on existing buildings or structures that are being or have been remodeled, at the end of 12 months from the month when you first reported the location to us unless you report the location again and pay an additional premium. If the location is reported again and the additional premium is paid, coverage will end at the end of 12 months from the month when you re-reported the location to us as described in the reporting provision below. There is no option to report a third year.

- f. When permanent property insurance applies, whether procured by an insured hereunder or by the owner or purchaser; or

g. Once the Covered Property is accepted by the owner or buyer and:

- (1) The contractor has been paid in full; or
- (2) The transfer of ownership has taken place.

4. Reporting Provisions

a. Each month you must report to us the "total estimated completed values" of all Covered Property for each location started during the previous month. This report must be made on the form we provide.

For the purpose of these reports, a location is started when you first put any building materials (including the foundation) on the construction site.

If your policy is endorsed to provide coverage for existing structures that you are renovating or adding onto and for which you seek coverage, a location is started on the earlier of the following:

- (1) When you first put any building materials, which includes any new, altered or expanded foundation, on the site; or
- (2) When you acquire title to the existing structure.

b. You must pay premiums based on the "total estimated completed value" of the Covered Property using the rate we furnish. You must send your premium payment with the report for the reported locations to be covered. We must receive your report and the accompanying premium payments at the address designated in our form by the last business day of the month in which the report is due, or the report is late.

c. If a report is received late, coverage begins on the day the report is received, and there is no coverage for any loss or damage that occurred before that report was received. Our acceptance of a report of values and premium payment does not waive or change any part of this policy or stop us from asserting any right we have under the terms of this policy.

d. The premium charged is fully earned and no refund is due you when coverage ends.

e. A dwelling being used as a model home must be reported and should be identified as a model home.

f. You will keep accurate construction records regarding property we cover under this policy. This includes the "total estimated completed value" of the Covered Property and a record of all contracts of sale dealing with the Covered Property.

g. If at the end of 12 months from the time you first reported a start to us, you still have that location in your inventory, you may report that location to us a second time. If at the end of the second 12 months from the time you first reported a start to us, you still have that location in your inventory, you may report that location to us a third time.

For coverage on existing buildings or structures that are being or have been remodeled, if at the end of 12 months from the time you first reported a start to us, you still have that location in your inventory, you may report that location to us a second time. There is no option to report a third time.

h. Cancellation of this policy will not affect the insurance in force on any location which you have reported to us or on any location which started before the effective date of the cancellation notice if that location is reported on the report due and premium payment is made. However, you cannot report any location currently in your inventory a second time after the effective date of cancellation.

However, coverage may be canceled on any location if notice is given in writing in accordance with the cancellation provision in the Common Policy Conditions, or state amendatory endorsements.

5. Mortgage Holders Clause

- a. The term mortgage holder includes trustees.
- b. We will pay for covered loss or damage to Covered Property to each mortgage holder shown on a Certificate of Insurance issued by the current Agent of Record.
- c. The mortgage holder has the right to receive payment for loss or damage even if the mortgage holder has started foreclosure or similar action on the Covered Property.
- d. If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the mortgage holder will still have the right to receive payment for loss or damage to Covered Property if the mortgage holder:
 - (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;
 - (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
 - (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgage holder.

All of the terms of this Coverage Part will then apply directly to the mortgage holder.

- e. If we pay the mortgage holder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:
 - (1) The mortgage holder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and
 - (2) The mortgage holder's rights to recover the full amount of the mortgage holder's claim will not be impaired.

At our option, we may pay to the mortgage holder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

- f. If we cancel this policy, we will give written notice to the mortgage holder at least:
 - (1) 10 days before the effective date of cancellation if we cancel for non-payment of premium; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- g. We will not notify the mortgage holder if:
 - (1) You cancel this policy, or
 - (2) Coverage ends for any reason other than if we cancel the policy.

6. Waiver Of Coinsurance

If there is loss or damage to Covered Property and the cost to repair or replace such property is less than or equal to \$25,000, we will adjust the loss or damage without regard to the **Coinsurance** Additional Condition.

7. Coinsurance

If the reported value is less than the "total estimated completed value", you will bear a portion of any loss or damage. The amount we will pay is determined by the following steps:

- a. Divide the reported value by the "total estimated completed value" of the Covered Property;
- b. Multiply the total amount of the covered loss or damage before the application of any deductible by the percentage determined in paragraph a.; and
- c. Subtract the deductible from the figure determined in paragraph b.

Example No. 1

(This example assumes there is no penalty for underinsurance.)

Deductible	\$1,000
Reported Value	\$100,000
"Total Completed Estimated Value"	\$100,000
Amount of loss or damage	\$60,000

- a. Reported value divided by "total estimated completed value"
 $\$100,000 / \$100,000 = 1.00$
- b. Amount of loss or damage multiplied by percentage in paragraph a.
 $\$60,000 \times 1.00 = \$60,000$
- c. Deductible amount subtracted from result of paragraph b.
 $\$60,000 - \$1,000 = \$59,000$

Example No. 2

(This example assumes there is a penalty for underinsurance)

Deductible	\$1,000
Reported Value	\$100,000
"Total estimated completed value"	\$120,000
Amount of loss or damage	\$60,000

- a. Reported value divided by "total estimated completed value"
 $\$100,000 / \$120,000 = .833$
- b. Amount of loss or damage multiplied by percentage in paragraph a.
 $\$60,000 \times .833 = \$49,980$
- c. Deductible amount Subtracted from result of paragraph b.
 $\$49,980 - \$1,000 = \$48,980$

8. Liberalization Clause

If we adopt any revision which would broaden the coverage under this Coverage Form without additional premium within 60 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Form.

9. Interest Of Subcontractors, Sub-Subcontractors, Suppliers

We cover the interest which your subcontractors, your sub-subcontractors and your suppliers have in the Covered Property, but only while such property is situated at a construction site you have reported to us. This condition does not impair any right of subrogation we would otherwise have.

10. Unintentional Failure To Disclose Hazards

Your failure to disclose all hazards existing as of the inception date of the policy shall not affect the coverage afforded by this policy, provided such failure to disclose all hazards is not intentional and the hazard is reported to us as soon as practicable after you learn about it.

F. DEFINITIONS

1. "Collapse" means the abrupt falling down or the caving in of a building or structure or a part of a building or structure with the result that the building or structure cannot be occupied for its intended use:
 - a. A part of a building or structure that is in danger of falling down or caving in is not considered to be in a state of collapse;
 - b. A part of a building or structure that is standing is not considered to be in the state of collapse even if it is separated from another part of a building or structure;
 - c. A building or structure that is standing or any part of a building or structure that is standing is not considered to be in the state of collapse even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.
2. "Commercial structure" means any structure other than a one to four family dwelling.
3. "Electrical testing" means the testing of systems that are operated by electricity, excluding service equipment and service conductors, electrical systems greater than 600 volts nominal and electrical systems that are greater than single phase.
4. "Existing inventory" means buildings or structures where construction was started and more than 30% of the "total estimated completed value" was completed prior to the inception date of this policy.
5. "Hydrostatic testing" means testing through the use of water or other fluids, which are processed through the machinery or system being tested.
6. "Mechanical testing" means testing of moving parts of equipment and components, which are part of the buildings or structures insured, by operation of such equipment or components.
7. "Model home leaseback" means a dwelling purchased from the Insured and is then leased back to the Insured, by the purchaser, to be used by the Insured as a model home until the purchaser occupies the dwelling as a residence.
8. "Overhead" means those business expenses, other than materials and labor, incurred either directly or indirectly due to the construction of a dwelling or structure.
9. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

- 10.** "Pneumatic testing" means testing through the use of compressed air or other gas to fill test cavities which is processed through the machinery or system being tested.
- 11.** "Profit" means the difference between the selling price of the land and completed structure and your cost of the land and the completed structure. If you do not have a signed contract for the sale of the completed structure and land, the allowance for "profit" will not exceed 20%.
- 12.** "Total estimated completed value" means all costs associated with the building and designing of the Covered Property including labor, "overhead" and materials and if included, "profit".
- 13.** "Valuable papers and records" means inscribed, printed or written documents, manuscripts or records, including abstracts, books, deeds, drawings, films, maps or mortgages. However, "valuable papers and records" does not mean:
 - a.** Money or securities;
 - b.** Converted data; or
 - c.** Programs or instructions used in your data processing operation, including the materials on which the data is recorded.
- 14.** "Water damage" means accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of any part of a system or appliance (other than a sump system including its related equipment and parts) containing water or steam.



Non-Reporting Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

BUILDERS RISK COVERAGE FORM

Section **E. ADDITIONAL CONDITIONS** is amended as follows:

- 1. Paragraph **e.** of Additional Condition **3. When Coverage Begins And Ends** is replaced by the following:
 - e.** Upon expiration of the policy.
- 2. Additional Condition **4. Reporting Provisions** is replaced by the following:
 - 4. Reporting Provisions**
 - a.** The premium charged is fully earned and no refund is due to you when coverage ends.
 - b.** You will keep accurate construction records regarding property we cover under this policy. This includes the “total estimated completed value” of the property and a record of all contracts of sale dealing with the property.

- 3. Additional Condition **7. Coinsurance** is replaced by the following:

7. Coinsurance

If the limit of insurance is less than the “total estimated completed value” of the property insured, you will bear a portion of any loss. The amount we will pay is determined by the following steps:

- a.** Divide the limit of insurance by the “total estimated completed value” of the Covered Property;
- b.** Multiply the total amount of the covered loss, before the application of any deductible, by the percentage determined in paragraph **a.**;
- c.** Subtract the deductible from the figure determined in paragraph **b.**

Example No 1.

(This example assumes there is no penalty for underinsurance.)

Deductible	\$1,000
Reported value	\$100,000
“Total Completed Estimated Value”	\$100,000
Amount of loss or damage	\$60,000

- a.** Limit of Insurance/Total Estimated Completed Value
 $\$100,000/\$100,000 = 1.00$
- b.** Amount of loss x percentage in A
 $\$60,000 \times 1.00 = \$60,000$
- c.** Deductible amount subtracted from results in B

$$\$60,000 - \$1,000 = \$59,000$$

Total amount of loss payable = \$59,000

Example No. 2

(This example assumes there is a penalty for underinsurance.)

Deductible	\$1,000
Limit of Insurance	\$100,000
"Total Completed Estimated Value"	\$120,000
Amount of loss	\$60,000

a. Limit of Insurance/Total Estimated Completed Value

$$\$100,000/\$120,000 = .833$$

b. Amount of loss x percentage in A

$$\$60,000 \times .833 = \$49,980$$

c. Deductible amount subtracted from results in B

$$\$49,980 - \$1,000 = \$48,980$$

Total amount of loss payable = \$48,980

All other terms, conditions, provisions and exclusions of the policy remain the same.

Windstorm Deductible

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Builders Risk Coverage Form
Marine Model Home Contents Coverage Form
Miscellaneous Property Coverage Form

Schedule

1	150 Baltimore Street, Mobile, AL 36605
Loc. #	Address
Windstorm Deductible Percentage: <u>3</u> %, subject to a minimum Deductible of \$ <u>1,000</u>	

For loss or damage caused by windstorm, Section **D. DEDUCTIBLE** is replaced by the following:

The Windstorm Deductible applies to loss or damage to Covered Property caused directly or indirectly by windstorm. If loss or damage from a covered weather condition other than windstorm occurs, and that loss or damage would not have occurred but for the windstorm, such loss or damage shall be considered to be caused by windstorm and, therefore, part of the windstorm occurrence.

WINDSTORM DEDUCTIBLE CLAUSE

1. Non Reporting Form

- The Deductible amount will be determined by multiplying the Windstorm Deductible Percentage shown in the Schedule above by the Limit of Insurance applicable to the property described in the Declarations that has sustained loss or damage subject to the minimum Deductible stated in the Schedule above. This Windstorm Deductible is calculated separately for, and applies separately to, each building or structure, if two or more buildings or structures sustain loss or damage.
- We will not pay for loss or damage to Covered Property until the amount of loss or damage exceeds the applicable Windstorm Deductible. We will then pay the amount of loss or damage in excess of the Windstorm Deductible, up to the "total estimated completed value" for the building or structure that sustained loss or damage. In no event will we pay more than the Limit of Insurance in the Declarations. If two or more Deductibles apply in any one occurrence, the total deducted will not exceed the largest applicable Deductible.

2. Reporting Form

- The Deductible amount will be determined by multiplying the Windstorm Deductible Percentage shown in the Schedule above by the "total estimated completed value" of the location reported to us that has sustained loss or damage subject to the minimum Deductible stated in the Schedule above. This Windstorm Deductible is calculated separately for, and applies separately to, each building or structure reported to us, if two or more buildings or structures sustain loss or damage.
- We will not pay for loss or damage to Covered Property until the amount of loss or damage exceeds the applicable Windstorm Deductible. We will then pay the amount of loss or damage in excess of the Windstorm Deductible, up to the "total estimated completed value" reported to us for that Covered Property. If two or more Deductibles apply in any one occurrence, the total deducted will not exceed the largest applicable Deductible.

3. Deposit Premium Form

- a. The Deductible amount will be determined by multiplying the Windstorm Deductible Percentage shown in the Schedule above by the "total estimated completed value" of the location that has sustained loss or damage subject to the minimum Deductible stated in the Schedule above. This Windstorm Deductible is calculated separately for, and applies separately to, each building or structure, if two or more buildings or structures sustain loss or damage.
- b. We will not pay for loss or damage to Covered Property until the amount of loss or damage exceeds the applicable Windstorm Deductible. We will then pay the amount of loss or damage in excess of the Windstorm Deductible up to the "total estimated completed value" for the building or structure that sustained loss or damage. In no event will we pay more than the Limit of Insurance in the Declarations. If two or more Deductibles apply in any one occurrence, the total deducted will not exceed the largest applicable Deductible.

All other terms, conditions, provisions and exclusions of this policy remain the same.



Deductible Amendatory Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Builders Risk Coverage Form
Miscellaneous Property Coverage Form

Section **D. DEDUCTIBLE** is replaced by the following:

D. DEDUCTIBLE

We will not pay for loss or damage in any one occurrence until the amount of covered loss or damage exceeds the Deductible shown in the Declarations. We will then pay the amount of covered loss or damage which exceeds the Deductible, up to the Limit of Insurance. This Deductible applies separately to each building or structure, described in the Declarations or reported to us, if two or more buildings or structures sustain loss or damage.

All other terms, conditions, provisions and exclusions of this policy remain the same.



Changes In Cancellation Condition

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

**Builders Risk Coverage Form
Common Policy Conditions**

Section **A. Cancellation**, Paragraph **5.** is replaced with the following:

The premium for this coverage is fully earned and no refund is due when the policy is cancelled.

All other terms, conditions, provisions and exclusions of the policy remain the same.

Changes In Valuation Condition



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

BUILDERS RISK COVERAGE FORM

The **Valuation** General Condition in Commercial Inland Marine Conditions is replaced by the following:

Valuation

In the event of loss or damage, the value of the property will be determined as of the time of the loss or damage.

1. The value of the property will not be more than the amount necessary to replace the structure or repair the structure, whichever is less, to the same point of completion that had been achieved immediately before the loss or damage.
2. If the loss or damage involves building materials which have not been installed, the value of the property will not be more than the amount necessary to replace the materials with like kind and quality.

All other terms, conditions, provisions and exclusions of the policy remain the same.

Insured Name:
Policy Number:
Effective Date:



THIS DISCLOSURE IS ATTACHED TO AND MADE PART OF YOUR POLICY.

DISCLOSURE OF IMPORTANT INFORMATION

RELATING TO TERRORISM RISK INSURANCE ACT

SCHEDULE*

Premium attributable to risk of loss from certified acts of terrorism for lines of insurance subject to TRIA:

\$0

*Any information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Disclosure of Premium

In accordance with the federal Terrorism Risk Insurance Act ("TRIA"), as amended, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to the risk of loss from terrorist acts certified under that Act for lines subject to TRIA. That portion of premium attributable is shown in the Schedule above. The premium shown in the Schedule above is subject to adjustment upon premium audit, if applicable.

B. Disclosure of Federal Participation in Payment of Terrorism Losses

You should know that where coverage is provided by this policy for losses resulting from certified acts of terrorism, the United States Government may pay up to 80% of insured losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

C. Disclosure of \$100 Billion Cap on All Insurer and Federal Obligations

If aggregate insured losses attributable to terrorist acts certified under TRIA exceed \$100 billion in a calendar year (January 1 through December 31) and an insurer has met its deductible under the program, that insurer shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of Treasury.

D. Availability

As required by TRIA, we have made available to you for lines subject to TRIA coverage for losses resulting from acts of terrorism certified under TRIA with terms, amounts and limitations that do not differ materially from those for losses arising from events other than acts of terrorism.

E. Definition of Act of Terrorism under TRIA

TRIA defines "act of terrorism" as any act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act ("TRIA"), to be an act of terrorism. The Terrorism Risk Insurance Act provides that the Secretary of Treasury shall certify an act of terrorism:

1. To be an act of terrorism;
2. To be a violent act or an act that is dangerous to human life, property or infrastructure;
3. To have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of Title 49, United States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and
4. To have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

No act may be certified as an act of terrorism if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or if losses resulting from the act, in the aggregate for insurance subject to TRIA, do not exceed \$5,000,000.



CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

Insureds Name	Policy Number	Effective Date	Endorsement Number
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THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies your insurance:

COMMERCIAL INLAND MARINE COVERAGE PART

A. Cap on Losses From Certified Terrorism Losses

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with provisions of the federal Terrorism Risk Insurance Act ("TRIA"), to be an act of terrorism. The Terrorism Risk Insurance Act provides that the Secretary of Treasury shall certify an act of terrorism:

1. To be an act of terrorism;
2. To be a violent act or an act that is dangerous to human life, property or infrastructure;
3. To have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of Title 49, United States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and
4. To have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

No act may be certified as an act of terrorism if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or if losses resulting from the act, in the aggregate for insurance subject to TRIA, do not exceed \$5,000,000.

If aggregate insured losses attributable to one or more "certified acts of terrorism" exceed \$100 billion in a calendar year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of Treasury.

B. Application of Other Exclusions

The terms and limitations of a terrorism exclusion or any other exclusion, or the inapplicability or omission of a terrorism exclusion or any other exclusion, do not serve to create coverage which would otherwise be excluded, limited or restricted under this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

COMMERCIAL INLAND MARINE CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and applicable Additional Conditions in Commercial Inland Marine Coverage Forms:

LOSS CONDITIONS

A. Abandonment

There can be no abandonment of any property to us.

B. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

C. Duties In The Event Of Loss

You must see that the following are done in the event of loss or damage to Covered Property:

1. Notify the police if a law may have been broken.
2. Give us prompt notice of the loss or damage. Include a description of the property involved.
3. As soon as possible, give us a description of how, when and where the loss or damage occurred.
4. Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
5. You will not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

6. As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

7. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.
8. Send us a signed, sworn proof of loss containing the information we request to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
9. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit.
10. Cooperate with us in the investigation or settlement of the claim.

D. Insurance Under Two Or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

E. Loss Payment

1. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
2. We will not pay you more than your financial interest in the Covered Property.
3. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claim against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
4. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
5. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss if you have complied with all the terms of this Coverage Part and:
 - a. We have reached agreement with you on the amount of the loss; or
 - b. An appraisal award has been made.

6. We will not be liable for any part of a loss that has been paid or made good by others.

F. Other Insurance

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

G. Pair, Sets Or Parts

1. Pair Or Set

In case of loss or damage to any part of a pair or set we may:

- a. Repair or replace any part to restore the pair or set to its value before the loss or damage; or
- b. Pay the difference between the value of the pair or set before and after the loss or damage.

2. Parts

In case of loss or damage to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

H. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

I. Reinstatement Of Limit After Loss

The Limit of Insurance will not be reduced by the payment of any claim, except for total loss or damage of a scheduled item, in which event we will refund the unearned premium on that item.

J. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and

must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property.
2. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
 - a. Someone insured by this insurance; or
 - b. A business firm:
 - (1) Owned or controlled by you; or
 - (2) That owns or controls you.

This will not restrict your insurance.

GENERAL CONDITIONS

A. Concealment, Misrepresentation Or Fraud

This Coverage Part is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by you or any other insured, at any time, concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

B. Control Of Property

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

C. Legal Action Against Us

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all the terms of this Coverage Part; and
2. The action is brought within 2 years after you first have knowledge of the direct loss or damage.

D. No Benefit To Bailee

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

E. Policy Period, Coverage Territory

We cover loss or damage commencing:

1. During the policy period shown in the Declarations; and
2. Within the coverage territory.

F. Valuation

The value of property will be the least of the following amounts:

1. The actual cash value of that property;

2. The cost of reasonably restoring that property to its condition immediately before loss or damage; or
3. The cost of replacing that property with substantially identical property.

In the event of loss or damage, the value of property will be determined as of the time of loss or damage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ALABAMA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART

- A.** The following exclusion is added:
- 1.** We will not pay for loss or damage arising out of any act committed:
 - a.** By or at the direction of any insured; and
 - b.** With the intent to cause a loss.
 - 2.** However, this exclusion will not apply to deny coverage to an innocent coinsured when the loss or damage is otherwise covered under this policy and is proximately related to and in furtherance of an abusive act by an insured who is a family or household member. Such coverage will be provided only if the innocent coinsured:
 - a.** Provides evidence of the abuse to us, to demonstrate that the loss is abuse-related; and
 - b.** For the act causing the loss, either:
 - (1)** Files a complaint under the Protection From Abuse Act against the abuser, and does not voluntarily dismiss the complaint; or
 - (2)** Seeks a warrant for the abuser's arrest and cooperates in the prosecution of the abuser.
 - 3.** If we pay a claim pursuant to Paragraph **A.2.**, our payment to the innocent coinsured is limited to that insured's legal interest in the property less any payments we first made to a mortgagee or other party with a legal secured interest in the property. In no event will we pay more than the Limit of Insurance.
- B.** The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Loss Condition in the Commercial Inland Marine Conditions:
- If we pay an innocent coinsured for loss arising out of an act of abuse by another insured, the rights of the innocent coinsured to recover damages from the abuser are transferred to us to the extent of our payment. Following the loss, the innocent coinsured may not waive such rights to recover against the abuser.
- C.** The **Legal Action Against Us** General Condition in the Commercial Inland Marine Conditions is replaced by the following:
- Legal Action Against Us**
- No one may bring a legal action against us under this Coverage Part unless:
- 1.** There has been full compliance with all of the terms of this Coverage Part; and
 - 2.** The action is brought within the time limitations prescribed by Alabama law.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ALABAMA CHANGES – ACTUAL CASH VALUE

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART

The following is added to any provision which uses the term actual cash value:

Actual cash value is calculated as the amount it would cost to repair or replace Covered Property, at the time of loss or damage, with material of like kind and quality, subject to a deduction for depreciation.

However, if Covered Property, at the time of loss or damage, has nominal or no economic value, or a value disproportionate to replacement cost less depreciation, the determination of actual cash value as set forth above is not required.

Actual cash value applies to valuation of Covered Property regardless of whether that property has sustained partial or total loss or damage.

The actual cash value of the lost or damaged property may be significantly less than its replacement cost.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs **1.** and **2.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph **2.** of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.



Non-Renewal Notice

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Builders Risk And Installation Coverage Form
Builders Risk Coverage Form
Marine Model Home Contents Coverage Form
Miscellaneous Property Coverage Form

Due to the specialized nature of the risk insured and the limited term of the coverage provided under this policy, it is agreed that this policy expires on date specified. A nonrenewal notice will not be sent to you. Any requests to extend the policy period must be made in writing prior to the expiration date. However, we have no obligation to extend the policy period.

All other terms, conditions, provisions and exclusions of this policy remain the same.

SANCTIONS EXCLUSION ENDORSEMENT



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

The following exclusion is added to the policy to which it is attached and supersedes any existing sanctions language in the policy, whether included in an Exclusion Section or otherwise:

SANCTIONS EXCLUSION

Notwithstanding any other terms under this policy, we shall not provide coverage nor will we make any payments or provide any service or benefit to any insured, beneficiary, or third party who may have any rights under this policy to the extent that such cover, payment, service, benefit, or any business or activity of the insured would violate any applicable trade or economic sanctions law or regulation.

The term policy may be comprised of common policy terms and conditions, the declarations, notices, schedule, coverage parts, insuring agreement, application, enrollment form, and endorsements or riders, if any, for each coverage provided. Policy may also be referred to as contract or agreement.

We may be referred to as insurer, underwriter, we, us, and our, or as otherwise defined in the policy, and shall mean the company providing the coverage.

Insured may be referred to as policyholder, named insured, covered person, additional insured or claimant, or as otherwise defined in the policy, and shall mean the party, person or entity having defined rights under the policy.

These definitions may be found in various parts of the policy and any applicable riders or endorsements.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED



AGENDA ITEM SUMMARY SHEET

Agenda of:2/20/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Southern Emergency & Rescue Vehicle Sales LLC for three American Emergency Vehicles TraumaHawk ambulances for MFRD.
Motor Pool Capital

Amount of Contract:

\$1,098,032.12

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20240215 Southern Agenda Package POs	Cover Memo	2/15/2024

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	2/15/2024 - 3:04 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

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>5098</u>	2024	(1510) FIRE ADMINISTRATION	3 AMERICAN EMERGENCY VEHICLES TRAUMAHAWK AMBULANCES FOR MFRD (HGAC COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$1,098,032.13	<u>(298972)</u> <u>SOUTHERN</u> <u>EMERGENCY &</u> <u>RESCUE</u> <u>VEHICLE SALES</u> <u>LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005098-00 FY 2024 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved	Page 1
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Vendor SOUTHERN EMERGENCY & RESCUE VEHICLE SAL 15590 FLORIDA BLVD BATON ROUGE, LA 70819 Tel#225-683-3999	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/07/24	298972				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
001 AMBULANCE AS FOLLOWS: American Emergency Vehicles 2024 Ford F450 T1 X Series 4x2 Custom 2024 F450 4x2 Aev TraumaHawk Ambulance CITY to supply Ferno Power Cot to be installed by builder. Vendor to Deliver Ambulances to the City of Mobile Ambulances to be built and delivered as per Sales Agreement dated 2-5-2024 revised on 2-7-2024. 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. ALL CHANGES MUST BE APPROVED AND SIGNED OFF ON BY THE PURCHASING AGENT OF THE CITY OF MOBILE PRIOR TO ANY CHANGE TO PRODUCTION OR PRICING TAKING PLACE THE ONLY PERSON ALLOWED TO SIGN	3.00 EACH	366010.71000	1098032.13

=====	=====
Bill To	Requisition 00005098-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved
	Page 2
=====	=====

Vendor	Ship To
SOUTHERN EMERGENCY & RESCUE VEHICLE SAL	FIRE CENTRAL SUPPLY
15590 FLORIDA BLVD	2851 OLD SHELL ROAD
BATON ROUGE, LA 70819	MOBILE, AL 36607
	RICHARDSONV@CITYOFMOBILE.ORG
Tel#225-683-3999	
	Delivery Reference
	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

-----	-----
Date	Vendor
Ordered	Number
	Date
	Required
	Ship
	Via
	Terms
	Department
-----	-----
02/07/24	298972
	FIRE ADMINISTRATION
-----	-----

LN	Description / Account	Qty	Unit Price	Net Price
	TITLE WORK IS THE PURCHASING AGENT			
	OF THE CITY OF MOBILE. VEHICLE			
	SHALL BE TITLED TO THE "CITY OF			
	MOBILE" 205 GOVERNMENT STREET			
	MOBILE ALABAMA, 36644 PURCHASE IS			
	MADE AS PER HGAC COOPERATIVE			
	CONTRACT AM10-23 WITH HGAC			
	WORKSHEET DATED 2-3-2024 BY TIM			
	HUTCHENS PRICE PER UNIT AFTER			
	PRE-PAY DISCOUNT IS \$ 366,010.71.			
	Vendor Item			

1	7000.40.20.0000.0000.2070.0000.0000.47120.			
	E MP01522 .VEHICLEEXP.			1098032.13

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

[Requisition Link](#)

Requisition Total

1098032.13

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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005098-00 FY 2024 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved
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Page 3

Vendor SOUTHERN EMERGENCY & RESCUE VEHICLE SAL 15590 FLORIDA BLVD BATON ROUGE, LA 70819 Tel#225-683-3999	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/07/24	298972				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Account		Amount	Remaining Budget
E	MP01522 .VEHICLEEXP.		1098032.13	2442.60

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	1098032.13	16459264.28
MOTOR POOL EXP	VEHICLE ACQ (GREATER \$5000)	

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

Activity	Date	Clerk	Comment
Approved	02/08/24	CHARLES SUMRALL	
Approved	02/14/24	SHONNDA SMITH	
Approved	02/14/24	CHERI BOUCHER	Auto approved by: 910518244
Approved	02/14/24	CASI CALLAWAY	Auto approved by: 910518244
Approved	02/14/24	DONALD ROSE	Auto approved by: 9105paij
Approved	02/14/24	SANDRA LEWIS	Auto approved by: 9105paij
Approved	02/14/24	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	02/14/24	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	02/14/24	JOHN PAINE	
Approved	02/14/24	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
 Signature

[About the Cooperative](#)[Bid Notices](#)[HGACBuy How2s](#)[Products & Services](#)[Resources](#)

Product Information

Product Description

Type I, back entry, Ford F450

Manufacturer

AEV

Contract

AM10-23 Ambulances, EMS, and Other Special Service Vehicles

Price

\$273,490.00

Keyword(s)

Ambulance

Product Code

TraumaHawk 172"

Contract Category

General Purpose, Emergency & Autonomous Vehicles

Discount

3%

[View Catalog](#)

Vendors Offering This Product

Professional Ambulance Sales & Service LLC dba SERVS

Tim Hutchens

tim.h@servsllc.com

Phone: (800) 561-6070

Fax:

Contact HGACBuy

Loleta Chappel

loleta.chappel@h-gac.com

Phone: 713-993-2486

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

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Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338



Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

September 1, 2023

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education
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 **December 31, 2024**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135.

Prior to utilizing 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



AGENDA ITEM SUMMARY SHEET

Agenda of:2/20/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Syn-Tech for annual renewal of FuelMaster fleet fueling software for Motor Pool.

Motor Pool capital.

Amount of Contract:

\$16,988.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20240215 Syntech Agenda Package POs	Cover Memo	2/15/2024

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	2/15/2024 - 12:36 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

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>4737</u>	2024	(F7000) MOTOR POOL	ANNUAL RENEWAL OF FUELMaster FLEET FUELING SYSTEM SOFTWARE FOR MOTOR POOL (EXEMPT AS SOFTWARE, BELOW BID REQUIREMENT, SOURCEWELL COOPERATIVE PURCHASING AGREEMENT)	\$16,988.00	<u>(296362) SYN-TECH</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004737-00 FY 2024 Acct No: 7000.40.20.0000.0000.2070.0000.0000.42115. Review: Buyer: 9105fola Status: Approved
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Page 1

Vendor
SYN-TECH

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET

TALLAHASSEE, FL 32305

MOBILE, AL 36604
AGEET@CITYOFMOBILE.ORG

Tel#800-888-9136
Fax 850-877-9327

Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/30/24	296362				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

PER SOURCEWELL CONTRACT ##092920-SYS
Maturity Date: 12/7/2024 AND INVOICE #279179.

001 FUEL SYSTEM SERVICE RENEWAL:	1.00	16988.00000	16988.00
	EACH		

Additional Description Notes

FMLIVE SYSTEM WIDE LIMITED SERVICE RENEWAL. EFFECTIVE 2/01/2024-01/31/2025.
THIS INCLUDES ALL SYSTEM UPDATES. FMLIVESM+BI-R SMALL PLATFORM, SOFTWARE -
ADV, RE \$13,413 AND 13 PUMPS AT \$275 EACH. TOTAL \$16,988.

ORIGINAL PO #23000844.

1 7000.40.20.0000.0000.2070.0000.0000.42115.	16988.00
--	----------

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604



Solicitation Number: 092920

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Syn-Tech Systems, Inc., 100 Four Points Way, Tallahassee, FL 32305 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires December 7, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **PERFORMANCE BOND.** If requested by a Participating Entity, Vendor will provide a performance bond that meets the requirements set forth in the Participating Entity's order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused

by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcwell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcwell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcwell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcwell and Sourcwell will assist with how the Vendor should respond to the request.

14. INDEMNIFICATION

As applicable, Vendor agrees to indemnify and hold harmless Sourcwell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcwell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcwell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcwell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcwell in advertising and promotional materials for the purpose of marketing Sourcwell's relationship with Vendor.
 - b. Vendor grants to Sourcwell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcwell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and

promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within 10 days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs

operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work

Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right

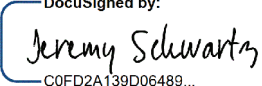
also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

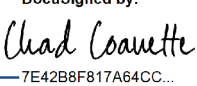
24. CANCELLATION

Sourcwell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

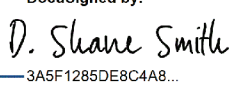
Sourcwell

DocuSigned by:

 By: _____
 C0FD2A139D06489...
 Jeremy Schwartz
 Title: Director of Operations &
 Procurement/CPO
 Date: 12/2/2020 | 3:40 PM CST

Approved:

DocuSigned by:

 By: _____
 7E42B8F817A64CC...
 Chad Coauette
 Title: Executive Director/CEO
 Date: 12/3/2020 | 11:49 AM CST

Syn-Tech Systems, Inc.

DocuSigned by:

 By: _____
 3A5F1285DE8C4A8...
 D Shane Smith
 Title: Vice President Sales & Marketing
 Date: 12/3/2020 | 11:39 AM CST

RFP 092920 - Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services

Vendor Details

Company Name: Syn-tech Systems, Inc.

Does your company conduct business under any other name? If yes, please state: FL

Address: 100 Four Points Way
TALLAHASSEE, FL 32305

Contact: Nathan Matthews

Email: nathan.matthews@myfuelmaster.com

Phone: 850-878-2558 1005

Fax: 850-878-2558

HST#: 59-2862052

Submission Details

Created On: Tuesday August 25, 2020 15:37:09

Submitted On: Tuesday September 29, 2020 14:33:44

Submitted By: Nathan Matthews

Email: nathan.matthews@myfuelmaster.com

Transaction #: 1452056c-9dfa-4409-bfa6-4c8178e71707

Submitter's IP Address: 63.148.217.19

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Syn-Tech Systems, Inc.	*
2	Proposer Address:	100 Four Points Way Tallahassee, FL 32305	*
3	Proposer website address:	www.myfuelmaster.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	D. Shane Smith Vice President, Sales & Marketing shane.smith@myfuelmaster.com 850-878-2558 x1003	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Nathan A. Matthews Program Manager nathan.matthews@myfuelmaster.com 850-878-2558 x1005	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Sara Dunlap Fletcher Marketing/Operations Manager sara.dunlap@myfuelmaster.com 850-878-2558 x1311	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Syn-Tech Systems (Syntech) was formed in 1989 to purchase its predecessor company HCI Inc. which had pioneered the deployment of the Automated Fuels Accounting System for the U.S. Air Force beginning in 1979. Its overwhelming success led to entry into the commercial market in 1987 by successfully responding to an RFP issued by North Carolina DOT. Today the company supplies 28 State DOT's among its 8,000 customers. Its reputation as the best supplier in its market segment is evidenced by its ability to acquire and maintain thousands of customers & fueling locations.</p> <p>The achievements of Syntech and its success in its market space is fostered by SEVEN core values listed in the EMPLOYEE HANDBOOK. A brief explanation of each is as follows:</p> <ol style="list-style-type: none"> 1. The company exists to SERVE its customers exceptional value and if successful entitled to a REASONABLE (not excessive) profit. 2. The company is based around successful LONG TERM relationships with its customers. 3. The company is based around successful LONG TERM relationships with its employees, vendors, and professionals. 4. All personnel understands the value of HONEST and ETHICAL dealings with all entities and the need to establish and maintain TRUST in all relationships. 5. The company strives for long term financial stability but must effectively manage itself such that ANNUAL FINANCIAL LOSSES are not incurred. (Income Statement) 6. The company must maintain a strong FINANCIAL CONDITION such that it can overcome unexpected financial stress. (Balance Sheet) (COVID-19 example) 7. The company and all of its employees, agents, and associates understand the destructive nature of ARROGANCE/SELF IMPORTANCE and the effort to recognize and eliminate this behavior. 	*
8	What are your company's expectations in the event of an award?	Syntech was first awarded a National Joint Powers Alliance (NJPA) contract in 2011 and has been highly successful in serving the Sourcewell Governmental client base. Thru Fiscal Year 2019 Syntech has executed two contracts resulting in sales with a value over \$10.8 million. Syntech's current rate of R&D expenditures is at the very top of its industry, (R&D to sales ratio of 20%) which will lead to the release of numerous new products and technologies over the short & medium time scales.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Syntech has outstanding operational and financial success through its 30 years of existence. This is demonstrated by the following facts:</p> <ul style="list-style-type: none"> • The company has never incurred an annual financial loss in its 30 year history. • The company enjoys a very high credit rating score (either a AAAA1 or AAAA2) as rated by Dun & Bradstreet • The company has over 8,000 current customers and has installed over 25,000 Island Computer Systems. • The company has an independent audit performed by PriceWaterhouseCoopers for 30 consecutive years with no audit qualifications. (2019 Audit Attached) • The company has accumulated retained earnings of \$16,543,697 thru 8/31/2020. • The company was granted \$2.7 million in PPP funds but returned all of the money voluntarily. 	*
10	What is your US market share for the solutions that you are proposing?	In the Fuel Island Controller space, Syntech maintains a market penetration of ~34.3%. In the Passive Island Controller Systems (AIM) this is estimated to be ~76%.	*
11	What is your Canadian market share for the solutions that you are proposing?	In the Fuel Island Controller space, Syntech maintains a market penetration of ~22%. In the Passive Island Control Systems (AIM) this is estimated to be ~40%.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Syntech has never petitioned for bankruptcy protection.	*

13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Syntech is best described as a manufacturer or service provider. Syntech follows a unique approach to marketing by employing a large direct sales force to assist distributors and communicate directly with end users of our products. Due to the highly technical nature of the products, this results in a much better customer understanding of the products and their benefits, and how to be successful using them. This approach consistently leads to a very high Customer Satisfaction Index of around 95%, which has been measured for twenty two consecutive years using the same survey methodology.</p> <p>See attached "2020 SALES MAP with Canada" document for a complete breakout of sales regions across the United States and Canada.</p> <p>In addition to our internal sales force, Syntech has cultivated a network of over 500 active distributors. These distributors are system installation, repair and maintenance companies who have been factory certified to work on FuelMaster equipment, to include; fuel management systems, Fuel Management Units (FMU), AIM systems and read/write key devices and associated systems or units. As members of the Petroleum Equipment Institute (PEI) these distributors have on-staff personnel who are certified to install, maintain and repair bulk fuel level monitoring systems or Automated Tank Gauges (ATG) systems, fuel pumps/dispensers (to include hoses and nozzles), electrical/mechanical systems, information technology systems, environmental compliance systems and to perform project/program management in their geographic areas of operation. Syntech employs these local area FuelMaster certified distributors to render expertise in the aforementioned areas of knowledge to provide installation services and to provide rapid response to maintenance and repair needs reducing cost to the customer.</p> <p>Internal sales force are Syntech Employees, distributor network are independent companies that sell our products and services.</p>	*
14	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Syntech maintains safety certifications, ensuring our products are safe to operate within a hazardous fueling zone. Additionally, our products which emit a wireless signal are certified for Electromagnetic Interference and Electromagnetic Compatibility (EMI/EMC)</p> <p>See attached "Safety-EMC-EMI Certifications" document for a complete listing of hardware certifications.</p> <p>In addition, Syntech also maintains information security certifications for Payment Application Data Security Standard (PA DSS), Payment Card Industry Data Security Standard (PCI DSS), Europay Mastercard Visa (EMV), Federal Information Processing Standard (FIPS) 140-2. Finally, our systems have been assessed and have received the Authority to Operate (ATO) on the Department of Homeland Security internal network.</p> <p>Finally, individual certifications for Security+, Certified Information System Security Professional (CISSP), Windows Operating System Fundamentals (MTA 98-349), HDI Support Center Manager, and AWS Certified Cloud Practitioner, are held by our employees.</p>	*
15	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>Syntech has never been suspended, debarred, or punished for any reason over its entire 30 year history.</p>	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>2019 - World's Greatest Fuel Management Company Serving over 8,000 customers from the U.S. Government and Fortune 500 companies, to your local municipalities and schools, Syntech Systems was awarded the World's Greatest Fuel Management Company by World's Greatest</p> <p>2018 - Highest Credit Rating (AAAA1) Syntech retired its remaining long-term debt to become completely debt-free. The company continues to be recognized by 'Dun & Bradstreet' with a very high credit rating score (either a AAAA1 or AAAA2) for a business its size.</p> <p>2017 - Florida State University College of Business Hall of Fame</p> <p>Syntech Systems CEO, Douglas Dunlap inducted in the Florida State University College of Business Hall of Fame for exceptional professional and personal achievements.</p> <p>2015 - Innovation and Technology Business of the Year Awarded the 'Innovation and Technology Business of the Year' by the Greater Tallahassee Chamber of Commerce.</p> <p>2016 - Made in Tallahassee Awarded the 'Made in Tallahassee' award by the Economic Development Council for companies who are headquartered in Tallahassee and whose products are marketed nationally.</p>	*
17	What percentage of your sales are to the governmental sector in the past three years	81% of sales were made to customers in the governmental sector over the past three years.	*
18	What percentage of your sales are to the education sector in the past three years	14% of Syntech's sales were made to customers in the education sector over the past three years.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Syntech has state, provincial, or cooperative purchasing contracts with the following entities; sales volume for each over the past three years is also listed:</p> <p>Sourcewell - \$5,388,471.00 Texas Buy Board - \$646,044.00 Massachusetts Operational Services Division - \$0.00</p>	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Syntech has a GSA Contract, GS07F9154G, with a sales volume of \$149,996.00 over the past 3 years.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Arkansas Department of Transportation	Mark Holloman	501-569-2667	*
City of Winter Park, FL	Luke Bryan	407-599-3593	*
City of Berkeley, CA	Greg Ellington	510-981-6469	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
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Naval Information Warfare Center / Defense Logistics Agency	Government	District of Columbia - DC	The scope of work is to maintain existing systems to include Preventive Maintenance (PM), Corrective Maintenance (CM), and Site Support under the responsibility of DLA's Central Maintenance Program (CMP). This work provides reliable, cost effective, and well-maintained systems at the fuel facilities for DOD worldwide locations. The systems consist of the Fuel Master FMU2550/2551/3500 series and auxiliary equipment installed by the contractor and documented in their equipment records. Maintenance of these systems requires the support of multiple technicians, help desks, and detailed logistics coordination. The Fuel Management Units (FMUs) are connected to fuel dispensers at the different service stations. This task order includes the electronic and electrical connections within the FMU and the dispenser. Mechanical and electrical connections between the FMU and the dispensers are the responsibilities of the site.	\$4,745,019.75 \$4,974,621.05 \$3,825,916.55	\$ 13,545,557.35	*
Department of Homeland Security	Government	District of Columbia - DC	Provide fleet telematics solutions to collect data from 8,805 vehicles across 313 Customs and Border Protection (CBP) locations across the United States, Guam, U.S. Virgin Islands and Puerto Rico. Additional requirements include installation, training and maintenance services on required hardware, software, systems, and equipment after Government acceptance.	\$ 6,886,736.50 \$ 69,642.26 \$ 255,829.81 \$ 275,889.15 \$ 20,737.55 \$ 20,737.55 \$ 554,267.71 \$ 260,913.19 \$ 260,913.19	\$ 8,605,666.91	*
North Carolina Department of Transportation (NCDOT)	Government	North Carolina - NC	Provide components for 182 Fuel Management Unit upgrades and 12,000 Automotive Information Modules, FuelMaster software upgrade and upgrade training.	\$3,955,301.00	\$ 3,955,301.00	*
Arkansas Department of Transportation (ARDOT)	Government	Arkansas - AR	Provide and install a turnkey fuel management system that aids the Arkansas Department of Transportation in the collection of fuel sale and inventory transactions. The system shall be integrated with the district automated tank gauges/tank monitor units (ATG/TMU) where applicable. Additionally, the contractor shall install required network communications infrastructure where required to ensure proper connection to the FMLive enterprise application. Furthermore, the contractor shall provide a fleet telematics solution capable of securing fuel sales transactions and transmitting on-board diagnostic data wirelessly to the fuel management system.	\$ 2,583,723.00	\$ 258,372.00	*

Ohio Department of Transportation	Government	Ohio - OH	Super Maintenance <ul style="list-style-type: none"> • Unlimited 24/7 phone support and diagnostics with no holiday restrictions. • Free software/firmware updates • Free required repair parts • Free Surge Repair Kits • Acts of God Coverage • Free FuelMaster certified technician site visits AIM Module Maintenance <ul style="list-style-type: none"> • Unlimited phone support and diagnostics from 8:00am – 8:00pm EST Monday through Friday, excluding federal holidays. • Free Firmware Updates • Failed hardware replacement 	\$ 82,632.00 \$ 416,542.56 \$ 497,052.50	\$ 996,227.06	*
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Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	<p>Syntech Systems employs a direct sales force divided into ten regions across the US and Canada each headed by a Regional Sales Manager (RSM) and is the largest in the industry dedicated to Fuel Management. The RSM is responsible for management of the distributors in the region and with meeting directly with end users to provide a professional presentation of our products. Additionally the company employs ten sales specialists who support the RSM's for aftermarket sales & upgrades, commercial aviation, maintenance & repair, and national accounts.</p> <p>The Sales Force is further supported by a staff of five project managers and six support personnel including senior management for a total of 31 in the department.</p> <p>See attached "2020 SALES MAP with Canada" document for complete breakout of sales regions across the United States and Canada.</p>	*
24	Dealer network or other distribution methods.	<p>As detailed in Table 2, question 13, Syntech has cultivated a network of over 500 active distributors. These distributors are selected based on their dedication to customer support, their technical ability and staff, and their financial stability. This distributor base has complete coverage across the U.S. and Canada including more remote areas of Alaska, Hawaii, Puerto Rico and the Caribbean. All distributors receive extensive technical and sales training and must be certified and recertified every two years. As members of the Petroleum Equipment Institute (PEI) these distributors have on-staff personnel who are certified to install, maintain and repair bulk fuel level monitoring systems or Automated Tank Gauges (ATG) systems, fuel pumps/dispensers (to include hoses and nozzles), electrical/mechanical systems, information technology systems, environmental compliance systems and to perform project/program management in their geographic areas of operation. Syntech employs these local area FuelMaster certified distributors to render expertise in the aforementioned areas of knowledge to provide installation services and to provide rapid response to maintenance and repair needs reducing cost to the customer.</p>	*
25	Service force.	<p>Syntech also employs an in-house team of eight Field Service Representatives, to support and augment our distributor base, particularly with the more technical projects requiring additional expertise. Syntech distributors employ at least one FuelMaster certified technician on staff. With more than 2,000 FuelMaster-certified technicians across the U.S. and Canada, Syntech can provide world-class service wherever needed.</p>	*

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	When Syntech made the decision to enter the commercial market in in 1987 (see question #7) we realized the distributors and technicians in the industry at that time supported mechanical equipment and were not familiar with complex computer equipment. This required that Syntech (1) develop modular hardware which could be easily repaired (2) employ sophisticated remote diagnostics to identify issues from Tallahassee, and (3) engage a highly responsive and competent support staff to maintain a 99% operational status for all equipment. This has led to the Syntech Customer Satisfaction Center which currently receives about 80,000 calls per year and maintains a customer satisfaction rating of about 95%. The single most important job is to RESTORE A DOWN FUEL SITE TO AN OPERATING CONDITION AS QUICKLY AS POSSIBLE AND IN HOURS AND NOT DAYS! Its operational parameters to achieve this and other services are as follows: (1) CSC includes a staff of 31 support personnel. (2) Four levels of support including 1st Level, 2nd Level, Applications Engineering, and Engineering Developers (3) 24/7 service, (4) Operational time goal of 99.5% (5) Call waiting time of not more than 5 min. (6) All calls be closed within three days (5) Special expedited call line for Distributors and technicians actively on a job site.	*
27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Syntech has customers and distributors in all fifty states, is currently providing products and services to all Sourcewell entities within the United States.	*
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Syntech has customers and distributors across all Canadian Provinces and Territories. Syntech is willing and able to provide our products and services to all Sourcewell entities throughout North America.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no geographical areas of the United States or Canada that Syntech Systems cannot provide service to.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There are no entity sectors that Syntech will not be servicing through the proposed contract. Syntech provides the opportunity to use the Sourcewell contracts to all eligible customers.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific contract requirements or restrictions that would apply to Sourcewell participating entities in Hawaii, Alaska or US Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Syntech has a UNIQUE STRATEGY to market this contract which it uses for all its existing customers. It involves ENGINEERING UPGRADEABLE MODULES enabling the latest technologies to be implemented without complete system replacement. This results in significant cost savings to existing customers.</p> <p>Beginning in 2014 Syntech initiated R&D for a CLOUD BASED/Syntech HOSTED true real time software Fuel & Data collection system operable at any internet accessible location worldwide. Developed at a cost of over \$30 Million, it is marketed as FMLive, and was purchased by the Department of Homeland Security (DHS) and is installed at 313 locations across the United States. Due to its significant financial strength, Syntech was able to fund the entire \$30 million out of its operating budget without any borrowing.</p> <p>With Syntech maintaining 8,000 current customers who use the older Legacy Enterprise System, THE UPGRADEABLE MODULES to FMLive present a significant technological and cost opportunity. The total potential market value of this product over the next ten years is expected to be about \$64,000,000 per year to the existing customer base, as Legacy users migrate to the Cloud.</p> <p>Sourcewell was utilized by Arkansas DOT to purchase this exact system and has nearly completed a 90+ site installation. The ten year contract value is estimated to be \$5.18 Million, and it is expected that many other existing and new customers will also follow this identical path.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Syntech utilizes digital media to connect with a diverse audience through our website, Facebook, Instagram, and LinkedIn by featuring our products, services, and sales force. Engagement statics are analyzed then strategizes are updated and deployed accordingly. Quarterly communication updates for customers and distributors are executed with Constant Contact to allow evaluation of open rates, engagement appraisals, and campaign comparisons. Digital marketing and communication can be co-branded with Sourcewell to further communicate the awarded contract.</p>
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Sourcewell provides a valuable asset by offering training to our sales force arming them with the knowledge to bring cost-savings to our current and potential customer base. Syntech continues to benefit from Sourcewell's legislative initiatives in advocating cooperative purchasing avenues across the U.S. and Canada.</p> <p>Sourcewell's mission is seamlessly woven into conversations and presentations that our staff conduct daily. Syntech attends over 100 tradeshows annually across the U.S. and Canada where we display Sourcewell-provided table flags in addition to our co-branded marketing literature. (SEE ATTACHED).</p>
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>E-procurement is a priority and with the launch of new web-site technology in 2020 integrating an e-procurement option for our customers is scheduled as a phase 3 effort, with an estimated deployment date in Q2-2021</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Syntech uses its sound training experience to transfer knowledge to selected personnel on all systems, software, hardware, equipment and other technology installed in response to all objectives. We will institute a "train the trainer" program in every training evolution. Additionally, User, Operational, and Troubleshooting Manuals will be provided for all systems, software, hardware, equipment and other technologies. It has been our experience that training reinforcement is the best method by which individuals learn and retain knowledge. Our diverse education methods, perfected over decades by training over 8,000 customers, ensure maximum learning retention. The following proven training scenarios are available:</p> <p>On-Site Training - Training shall be provided on site immediately after system startup on each type of hardware/software component, directly with individuals responsible for each functional area: software, maintenance and vehicles.</p> <p>Webinars - Subsequently, a two-hour webinar conference will be scheduled after installation. This training is used to maximize retention of previously learned skills and to answer any questions personnel may have after using the systems.</p> <p>Online Customer Training Course (accessible online) – A self-paced customer class accessible online with a library of manuals, guides, and other technical and operational reference material will be available. This course provides users with the basic information needed to operate the FuelMaster FMU and FMLive software at the customers own pace.</p> <p>Classroom Training - Syntech offers a quarterly customer training at our corporate office in Tallahassee, Florida at no cost. This three-day course covers system software and hardware operations including common troubleshooting techniques. Classroom training mimics real world exercises (using actual dispensers, tank gauges and FuelMaster equipment) as closely as possible within the confines of a classroom. At the end of each training session, individuals attending the training will be given an exam to demonstrate their mastery of the training subject matter. Training data and test results will be maintained by Syntech and made available upon request. The training program is continually reviewed via attendee exams and surveys. Improvements are made to the training program when required. Data on training attendees, dates, curriculum, and test results will be maintained by Syntech and made available upon request.</p>
37	Describe any technological advances that your proposed products or services offer.	<p>At the heart of the system is Syntech's Software as a Service (SaaS) solution. FMLive is a web-hosted application--developed with industry-standard architecture and protocols to ensure stability and performance. Developed with state-of-the-art technology, Syntech ensures a secure and intuitive user experience, longevity of the application, and maximal opportunities for integration. The application also complies with Section 508 of the Americans with Disability Act.</p> <p>The technology built into FMLive resides in geographically dispersed data centers and provides the methodology for real-time centralization and storage of all fuel transactions, bulk fuel tank levels, and vehicle data collected through the FuelMaster Fuel Management Units (FMUs), Remote Data Collection Units (RDCUs), AIM2.4, AIM Titanium, FIT Compass, and bulk fuel tank level gauges. Data in-transit between the FMU(s) and the database is encrypted using modules validated to comply with the Federal Information Processing Standard (FIPS 140-2) utilizing Transport Layer Security (TLS 1.2) combined with PKI (Public Key Infrastructure) authentication.</p> <p>FMLive is highly configurable and customizable to support our diverse user base and their changing business requirements. FMLive's built-in technology resides within the Amazon Elastic Cloud Compute (EC2) environment. Furthermore, the application can be configured to auto-generate email notifications, allowing for real-time system-generated alerts based on FMU messages, fuel inventory and deliveries as required by operational and functional managers. FMLive aggregates data produced by the end user's fueling stations to allow for centralized management of invoicing, inventory, and maintenance resources. These real-time capabilities also permit the lockout of access media much like a bank card can be immediately cancelled by a financial institution, preventing fraudulent use and pilferage. The FMLive system creates a 360-degree data view that will increase the end user's ability to support daily operations. In addition, the FMLive server has provisions that allow for future upgradeability and or integration into the end user's asset and financial management systems.</p> <p>FMLive's customer facing application programming interface (API) allows for the quick import of user and vehicle data, as well as export of transactional data to third party fleet and asset management systems. Coupled with Business Intelligence (BI) and reporting technology, users may define custom reports to meet specific business needs. All reports are exportable into multiple flat file formats including, Excel, PDF, Word, and CSV. Reports can be scheduled to run on a periodic or as-needed basis. Furthermore, the reporting BI tool can be configured to automatically generate email notifications allowing for real-time system-generated alerts based on data, such as: sales, inventory, vehicle telematics and any other data required by operational and functional managers.</p> <p>The overall scope of any Fuel Management System is to provide turnkey fuel management solutions for capturing fleet fuel sale transactions at unattended service stations. Syntech provides the FuelMaster 4000 Series system, which delivers fuel transactional data and system status to the cloud-hosted enterprise in real-time. This real-time aggregation of data is performed using communications with enterprise servers, meaning transactions completed at FMUs are uploaded to the enterprise as soon as they are completed. Conversely,</p>

		<p>changes made in the enterprise server (e.g. proximity card authorizations/de-authorizations and FMU Configurations), are pushed to FMUs as soon as the records are saved. FMU pedestals are installed at the fuel islands and can control up to eight fuel points. Interfacing directly with installed fuel dispensing systems, FMUs receive fuel quantity data from mechanical or digital pulse emitting devices. Additionally, the FMU provides a wide selection of source media options, providing support for magnetic stripe cards, keypad entry, proximity cards/fobs (see list below for current list of supported formats) as well as proprietary Prokee and AIM devices.</p> <p>HID Standard 26BIT HID Standard 34BIT HID Corporate 1000 - 35BIT HID 36BIT Clock & Data HID 37BIT (w/o Facility Code) HID 37BIT (w/ Facility Code) HID Corporate 1000 - 48BIT</p> <p>With these supported authorization devices, the system provides configurable authorization workflows. The authorization workflow defines what steps must be taken by the operator interacting with the FMU in order to start a transaction (e.g. begin fueling). A workflow is a series of steps that must be followed in order to initiate a fuel sale, the FMLive system supports our proprietary devices like the AIM or Prokee as well as third party media to be the initiator.</p> <p>Central to the FMU is a custom embedded Linux Operating System (OS) that provides the flexibility to keep abreast with emerging technologies. This ensures that the FMU can meet future organizational needs. FMUs are configured to transmit system events, such as: fuel sale transactions, system messages, authorization attempts, inventory and fuel delivery data to the FMLive enterprise server in real-time and provide users with the most up-to-date operational and financial data. Additionally, an audit trail of all systems events and transactions is maintained throughout the system providing administrators the information to accurately trace data from cradle to grave.</p> <p>Systems are designed to withstand shock and vibration from routine use in the field including extreme temperatures of -40 ° F to +140 ° F. The FMU also conforms to National Electric Code (NEC), National Fire Code (NFC), and Conformité Européene (CE) for use in volatile fuel servicing area where fuel vapors may be present.</p> <p>In addition, Syntech's FuelMaster solution provides the capability of integrating Tank Monitoring Units (TMUs) inventory and delivery notifications into the enterprise application. Incorporating fuel tank inventories and deliveries into the application provides the customer with the data necessary to reconcile fuel sale transactions against inventories and provides low fuel level notification, ensuring on-time fuel deliveries. Finally, FMUs have the capability of transmitting transactional and system data to the cloud via the customers local area network either through ethernet or Wi-Fi. However, the recommended communication medium is cellular modem, providing the system with the flexibility, reliability and security of a private cellular network. Thus, the Syntech 4000 series FMU delivers the technology that will reduce the requirement for costly infrastructure upgrades and provide the network security protocols necessary to combat emerging cybersecurity threats.</p> <p>See attached "FMLive Overview" document for more detail.</p>	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>A reduction of Carbon Emissions from the transportation sector is the key component of our nation's goal to reduce greenhouse gas emissions 40% by the year 2030. This would put our greenhouse gas levels below the 1990 mark and continue to drive progress towards our climate and clean air goals. Within the transportation sector, government programs have created initiatives to accelerate the management of carbon emissions with new technology for vehicles and heavy equipment. The fleet and transportation segments will continue to see more regulation in the future to ensure the use of clean technologies, especially along primary freight corridors. The Automotive Information Module (AIM Device) is the connected receiver to the vehicle's on-board diagnostic system (OBD). With AIM connected to the OBD, and Radio Frequency Identification (RFID) communication from the vehicle's AIM device to the Fuel Management Unit (FMU), vehicle data can be recorded and reported through the fuel management platform. The OBD is a computer-based-system designed to aid in the monitoring and management of major engine components. In addition to Engine Diagnostic Codes and indicators like Check Engine Light, dozens of other engine performance and driver behavior data points can be collected and reported. AIM reports such metrics as Engine Idle Time and Maximum Engine Oil Temperature. Additional data related to Oxygen Sensors, Exhaust Gas, and Fuel/Air Ratio are also available through an OBD via AIM. Syntech Systems is working with greenhouse gas conscience fleet managers to determine the bundle of data points desired to assist in managing their fleet to new clean air standards. The AIM technology is a true asset in collecting this data. We are eager to work with a local firm to tailor the system to provide the right data through AIM. With over 400 parameters available through the OBD, we can focus on the most important data needs for our customers. Advancements in technology, like AIM, will be a catalyst in our ability to achieve 80% reduction in greenhouse gas emissions by 2050.</p>	*

39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>At Syntech, we understand the harmful effects that discarded electronics can have on the environment. With that in mind, Syntech has taken large strides in its effort to reduce the amount of heavy metals included in our products using the 2011/65/EU directive as our guide. This ensures RoHS compliance as we develop our products. Meaning there is a Maximum Concentration Value (MCV) for heavy metals and flame retardants covered by RoHS are as follows:</p> <ul style="list-style-type: none"> • Lead (0.1 %) • Mercury (0.1 %) • Cadmium (0.01 %) • Hexavalent chromium (0.1 %) • Polybrominated biphenyls (PBB) (0.1 %) • Polybrominated diphenyl ethers (PBDE) (0.1 %) 	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Syntech is a Veteran-Owned Small Business (VOSB) and Woman or Minority Business Entity (WMBE) that employs program/project management, engineering, deployment solutions, as well as, vehicle and logistics personnel with decades of experience. Furthermore, the core leaders of Syntech come from the realms of big business and government sectors, carrying the experience and knowledge of running large scale operations with multiple simultaneous task orders to our operational design.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Syntech is a highly qualified and responsive commercial vendor that has forged a comprehensive and technically competent team. Syntech is the most capable company within the fueling and fleet data management arena as evidenced by the vast experience it has obtained over the forty (40) years within the industry, as well as the demonstrated breadth and depth of its technical staff. Currently the company can cite the following experience in the government space, a quality unique to Syntech:</p> <ul style="list-style-type: none"> - The company has ~8,000 individual customers worldwide operating ~3.5 million vehicles daily. - The company supports over 20,000 fueling locations worldwide, including ~897 units within the Department of Defense at 340 separate military installations. - Syntech has the most comprehensive technical support team in the fueling automation industry with ~8,800 units under active maintenance support at ~3,300 unique locations. - Included among the customer base are 28 State Departments of Transportation utilizing our Fuel Management Systems. - The company has sold and supports ~500,000 AIM Units (Automotive Information Modules) among ~560 different customers including ~18,000 by the Department of Homeland Security. 	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	<p>The basic warranty for each FuelMaster FMU provides coverage for parts and telephonic labor for a period of one year from date of start-up or fifteen months from date of shipment, whichever occurs first. Each Prokee is warranted against defects in material and workmanship for a period of five years. A toll-free number for technical assistance is also included. This line affords the customer access to product support personnel who will answer questions regarding operation of FuelMaster hardware or software and provide diagnostic capabilities when necessary.</p> <p>Under terms of this agreement, FuelMaster technicians will telephonically diagnose problems, with the assistance of the customer, to determine warrantable conditions, and possible problem solutions. Syntech will replace all defective parts and provide assistance to the customer in installation of replacement parts to allow the unit to be repaired as expeditiously as possible. Please note that the FuelMaster was designed in a modular manner to provide easy and rapid exchange of parts, even by non-technical personnel. Other systems are not designed this way and consequently do not offer warranties comparable to FuelMaster.</p>

43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>All FuelMaster Fuel Management Systems must be initialized to validate the warranty of the equipment. Initialization is the startup, inspection, and tests performed to certify the installation. Initialization can be completed only by a Syntech FuelMaster technician, or a technician who has completed the Syntech FuelMaster Installation School. Final certification must be accomplished jointly by the Customer and Syntech factory trained personnel.</p> <p>When a Prokee or smartcard is inserted after initial power-up, FMUs will prompt the initializing technician to call 1-800-888-9136, ext. 1500, for an activation code. This number connects to Syntech's Customer Satisfaction Center (Help Desk). The caller will be forwarded to a Customer Satisfaction Center (CSC) technician who has a 1-page form to complete before providing the activation code. The caller will be asked pertinent questions about the site and FMU. The CSC technician will need the FMU serial number to generate an activation code. It is very important the FMU is assembled with the correct upper cabinet which matches the pedestal with the serialized ID plate. If not, the activation code will not activate the FMU.</p>	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Systems comes standard with a 1-year (or 15 months from shipping date) warranty that covers support and distributor visits for those tasks that cannot be performed by the customer or areas that require a higher level of expertise. After the warranty period, Syntech offers three extended maintenance plans with varying levels of support, allowing the customer to choose the best package for their operations.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	There are no geographic areas for which Syntech cannot provide a certified repair technician. The primary method for warranty repairs is to ship replacement parts to the customer to replace with assistance from the CSC. If the Customer is unable to replace the parts, the warranty covers distributor visits for those tasks that cannot be performed by the customer or areas that require a higher level of expertise.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Associated equipment including printers, personal computers, and other items not manufactured by Syntech Systems, Inc. are warranted to the extent covered by the original manufacturer. Syntech does warrant the interface of OEM products to all FuelMaster equipment and will assist any customer in further obtaining warranties when it is determined to be appropriate.	*
47	What are your proposed exchange and return programs and policies?	Syntech allows Return or Exchange of FuelMaster parts generally at no charge. Under the maintenance programs, we require that failed parts be returned for analysis and possible repair. Syntech generally provides the customer with a pre-paid shipping container to facilitate this process.	*

48	Describe any service contract options for the items included in your proposal.	<p>Manufacturer's Warranty:</p> <p>Standard Warranty All FuelMaster units come with a manufacturer's warranty of 12 months from installation or 15 months from date of shipment, whichever comes first. This standard warranty provides:</p> <ul style="list-style-type: none"> • Unlimited phone support and diagnostics from 8:00am – 8:00pm EST Monday through Friday, excluding federal holidays. • Free software/firmware updates • Free required repair parts (exclusions are Acts of God, surge repair kits, vandalism, and faulty installation or operation by a vendor. This also does not cover site visits by FuelMaster technicians if required). <p>Super Warranty The standard warranty on your FuelMaster units can be upgraded to our super warranty level to provide the following additional coverage:</p> <ul style="list-style-type: none"> • Unlimited 24/7 phone support and diagnostics with no holiday restrictions. • Free software/firmware updates • Free required repair parts • Free Surge Repair Kits • Acts of God Coverage • Free FuelMaster certified technician site visits as required <p>AIM Module Warranty The basic AIM warranty period that comes standard with purchase for each module is 12 months from the date of shipment and provides:</p> <ul style="list-style-type: none"> • Unlimited phone support and diagnostics from 8:00am – 8:00pm EST Monday through Friday, excluding federal holidays. • Free Firmware Updates • Failed hardware replacement <p>Extended Warranty Plans:</p> <p>There are several support options available to extend your manufacturer's warranty on your FuelMaster units and AIM modules. These extended warranty plans are designed as a way to preserve your investment in FuelMaster. Customers under all support plans are provided with a toll-free number and have access to FuelMaster technicians to assist in operations and diagnostics. Listed below are our extended warranty options:</p> <p>Limited Maintenance</p> <ul style="list-style-type: none"> • Unlimited phone support and diagnostics from 8:00am – 8:00pm EST Monday through Friday, excluding federal holidays. • Free software/firmware updates • 10% discount on repair parts <p>Standard Maintenance</p> <ul style="list-style-type: none"> • Unlimited phone support and diagnostics from 8:00am – 8:00pm EST Monday through Friday, excluding federal holidays. • Free software/firmware updates • Free required repair parts (exclusions are Acts of God, surge repair kits, vandalism, and faulty installation or operation by a vendor. This also does not cover site visits by FuelMaster technicians if required). <p>Super Maintenance</p> <ul style="list-style-type: none"> • Unlimited 24/7 phone support and diagnostics with no holiday restrictions. • Free software/firmware updates • Free required repair parts • Free Surge Repair Kits • Acts of God Coverage • Free FuelMaster certified technician site visits <p>AIM Module Maintenance</p> <ul style="list-style-type: none"> • Unlimited phone support and diagnostics from 8:00am – 8:00pm EST Monday through Friday, excluding federal holidays. • Free Firmware Updates • Failed hardware replacement <p>See attached "Warranty and Maintenance Plans" document</p>
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Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Standard Payment Terms are NET 30 but we are flexible with customers and distributors when circumstances require. The nature of the industry is often long lead times between ordering and final completion causing cash flow problems for distributors, and pressure on Sourcewell Members to make advance or progress payments. We work with both parties to assure contracts are executed and completed satisfactorily and payments are as timely as possible.	*
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Syntech can arrange with leasing organizations to provide financing proposals to customers, depending on credit & financial qualifications. Syntech is always willing to work with any Government or Education Agency in creating a leasing plan and finding the best financial institution.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	When Syntech receives an order through Sourcewell, the Customer ID is created with a distinct code, which identifies the order as a Sourcewell Contract order. This both ensures the customer receives the negotiated Sourcewell Contract discount and provides a method for reporting to Sourcewell. Syntech's accounting department runs a monthly activity report to specifically identify Sourcewell Contract orders. Every quarter, the monthly reports are consolidated into a spreadsheet that is provided to Sourcewell along with the 2.5% administrative fee for all Sourcewell Contract orders.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Syntech does accept purchases using the P-card procurement and payment process, there are no additional fees for using this process.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Syntech provides a 10% discount and additional volume discounts on all product categories, except for services, extended maintenance plan and shipping & handling. Product categories that do not receive discounts are identified in the Syntech Equipment and Services Catalog under the following headings:</p> <p>FMLive SERVICES EXTENDED WARRANTY MAINTENANCE PLANS TRAINING SERVICES CUSTOMER SUPPORT SERVICES SHIPPING AND HANDLING COSTS</p> <p>All other products receive the 10% discount, see attached "Detailed Pricing Data" spreadsheet for a list a list of all products offered with discount.</p>	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Pricing to Sourcewell participating agencies is represented as a 10% discount from the manufacturer's suggested retail price (MSRP) from all hardware included in the attached Equipment and Services Catalog.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	In addition to the 10% discount, Syntech will negotiate greater discounts on larger opportunities.	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Open market items or equipment not listed in Syntech's Product and Services Catalog are typically provided at cost plus a markup percentage. In some cases, based on general need of the open market item, the item may be added to the Product and Services Catalog, at which point Syntech will provide an updated copy to Sourcewell.	*

57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>The most common costs beyond Syntech equipment are site preparation and installation. It is typical for a customer to have an existing fuel island with operational fuel tanks, pumps and dispensers. However, if the customer has never had a fuel management system, additional hardware such as mechanical pulsers or digital pulse output circuit boards may need to be added to their existing equipment. Additionally, installation material like conduit and cabling prices vary based on the location, and quantity required is determined by physical layout of the fueling site(s). In some cases, installation may require underground conduit, which in turn may require trenching. Furthermore, a large fueling site may require multiple Fuel Management Units (FMUs) increasing the volume of installation material and labor required to complete the installation, all of which impacts the total installation cost. In some scenarios, Syntech may be replacing a competitor's system, which does generally lower the overall cost, as the required conduit, for the most part, is already in place. However, every installation varies. Quotes for installation are best when an onsite assessment can be completed by a local certified installer or Syntech Field Service Representative.</p> <p>A major component of our services is to guide the Sourcewell Member through this process to facilitate a successful project at the lowest practical cost!</p>	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>Syntech offers fixed fee handling and freight (ground) charges for several items within the Continental United States, including:</p> <p>FMU/Satellite Unit Legacy Mobile Upgrade (Upper Cabinet Components) PowerVar Three Line Display Pedestal Receipt Printer Ligowave Electronic Interface Dispenser Kit AIM Kit</p> <p>Additionally, when customers use their own freight accounts, Syntech offers handling only options. All other orders will use a handling and freight fee based on the total dollar value of the order. Finally, freight charges for any location outside the Continental United States is based on estimates provided by the carrier using the weight and dimensions of packages to be shipped.</p> <p>See page 32 of the attachment "Syntech Equipment and Services Catalog- Effective June 2020"</p>	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	With customers all over the globe, Syntech regularly ships items to areas outside of the Continental United States. Delivery terms are based on customer requirements and project timelines. Freight charges for locations outside the Continental United States are based on estimates provided by the carrier, using the weight and dimensions of packages to be shipped.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Syntech has cultivated a network of over 500 active distributors. These distributors are FuelMaster certified installation, repair and maintenance companies who have been factory certified to work on FuelMaster equipment, to include; fuel management systems, Fuel Management Units (FMU), AIM systems and read/write key devices and associated systems or units. As members of the Petroleum Equipment Institute (PEI) these distributors have on-staff personnel who are certified to install, maintain and repair bulk fuel level monitoring systems or Automated Tank Gauges (ATG) systems, fuel pumps/dispensers (to include hoses and nozzles), electrical/mechanical systems, information technology systems, environmental compliance systems and to perform project/program management in their geographic areas of operation. Syntech employs these local area FuelMaster certified distributors to render expertise in the aforementioned areas of knowledge to provide installation services and to provide rapid response to maintenance and repair needs reducing cost to the customer.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell.	<p>Our self-audit process begins with the receipt of new purchase orders, the order is first evaluated to determine if the customer is a Sourcwell participating entity. If identified as such, purchase orders are validated to ensure the entity is receiving the negotiated Sourcwell contract pricing. Once confirmed, the order is processed. Each customer has a unique Customer ID within our order system, Sourcwell participating entities receive a distinct contract code embedded in their customer ID. This allows us to quickly identify the participating entity, and guarantees they receive contract pricing on all subsequent/future orders.</p> <p>Syntech's accounting department generates weekly and monthly reports, providing them to Sales and Marketing, for use in evaluating contract performance metrics. Additionally, a quarterly report is generated to calculate the Sourcwell administrative fee, the report is reviewed for accuracy and when approved by the CFO , a check is issued and delivered to Sourcwell along with the quarterly report.</p>
63	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Syntech proposes a 2.5% administrative fee to be paid to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract. The 2.5% fee is calculated as a percentage of sales under the contract, it is not a line-item addition to the participating member's cost of goods.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Syntech Systems is offering world class fuel management systems, trusted by the Department of Defense and Department of Homeland Security. For a more detailed description of our products and services, please review the attached Equipment and Services Catalog.
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Fuel Management, Fuel Inventory Tracking, Fuel Accounting, Fleet Management, Telematics, Data Management, Cloud Hosted Services, Real-Time Data Collection, Business Intelligence, Information Security

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Aboveground fuel and fluid storage tanks	<input type="radio"/> Yes <input checked="" type="radio"/> No	Syntech partners with entities offering aboveground fuel and fluid storage tanks, providing fuel and fleet management hardware, software, and other ancillary services.	*
67	Fuel and fluid hardware	<input checked="" type="radio"/> Yes <input type="radio"/> No	See Equipment and Services Catalog	*
68	Fuel and fluid management software	<input checked="" type="radio"/> Yes <input type="radio"/> No	See Equipment and Services Catalog	*
69	Installation, testing, maintenance or repair services	<input checked="" type="radio"/> Yes <input type="radio"/> No	See Equipment and Services Catalog	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Syntech reports all Sourcwell transactions on a monthly basis in its Monthly Sales Report including Customer, Sales Volume, transaction count and totals for the month and Year to Date and comparison to the prior year. These values are compared to historical totals beginning in 2011 and evaluated for adequate growth. Additionally, individual Regional Sales Managers use of Sourcwell is reported and evaluated for effectivity of use and meeting objectives.	*
71	Describe the security systems in place for protecting and controlling access to your solutions.	<p>User accounts are created with unique usernames that then become the account identifier throughout the system. The account also requires a first and last name be entered which allows the administrator to correlate the unique identifier with the proper name of the individual. Additionally, the accounts are assigned roles and organization during creation. Role-based access ensures that the account is created using the least privilege principle while the organization assignment determines whose data the account is authorized to view. By default, FMLive institutes single-factor authentication with a username and password. Accounts are required to use complex passwords, meeting the requirements of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-63B (June 2017) or NIST SP 800-63-2 (August 2013) based on the customer's preference.</p> <p>NIST 800-63B Requirements</p> <ul style="list-style-type: none"> - Contain at least 8 characters. - Not be identical to any of the user's last 4 passwords. - Not contain 4 of the same character in a row. - Not be a dictionary word. - Not be a password which has appeared in publicly documented data breaches of other applications. - Not contain personal information such as names, telephone numbers, account names, or birth dates. - Not contain FUELMaster, FMLive, or Syntech. <p>NIST 800-63-2 Requirements</p> <ul style="list-style-type: none"> - Contain at least 15 characters. - Contain a mix of upper case letters, lower case letters, numbers, and special characters. - Not be identical to any of the user's last 10 passwords. - Not contain personal information such as names, telephone numbers, account names, birth dates, or dictionary words. - Differ from the previous password by at least four consecutive characters. <p>If multifactor authentication is desired, the application also supports Personal Identifiable Verification (PIV) credentials, providing two-factor authentication using a hardware token. PIV credentials allow for a high level of assurance in the individuals that access FMLive because they are only issued by trusted providers to individuals that have been verified in person. PIV credentials are highly resistant to identity fraud, tampering, counterfeiting, and exploitation. When using PIV credentials FMLive maps the authenticated identity to an individual system account using the certificate name. If the user accessing the system has entered the correct PIN, the certificate name is valid in the application database to which the user will be granted access.</p>	

		<p>FMLive system and application logs are configured to log enough information to determine what type of event occurred, the date and time of the event, the location of the event, the source of the event, the outcome (success or failure) of the event, and the identity of the user/subject associated with the event and are monitored by the Syntech application administration team. The Application generates time stamps for all recorded events; all hosts and devices utilize Coordinated Universal Time (UTC) to ensure all events are correlated with a single authoritative source regardless of time zone.</p> <p>FMLive instances are built to meet the requirements of the most security-sensitive organizations. Amazon EC2 works in conjunction with Amazon Virtual Private Cloud (VPC) to provide security and robust networking functionality for your FMLive deployment. The VPC environment provides layered protection of the application and system resources. The first layer is the environment, which employs a deny-by-default firewall, only allowing access to whitelisted IP addresses/range provided by the customer and only for the ports required for HTTPS communication between the customer network and FMLive application server.</p> <p>Access to FMLive servers in AWS requires Multi-Factor Authentication (MFA) in addition to a whitelisted IP address. MFA is a simple best practice that adds an extra layer of protection on top of the username and password. When Syntech Operations administrators attempt to sign into an AWS website, they will be prompted for their username and password (the first factor—what they know), as well as for an authentication response from their AWS MFA device (the second factor—what they have). Taken together, these multiple factors provide increased security for your AWS account settings and resources.</p> <p>Auditable events are captured and stored at every layer within the system, recording and storing actions made within the environment. Capitalizing on the AWS CloudTrail provides increased visibility into user and resource activity by recording actions and API calls. This allows for identification of users and accounts that have called AWS, the source IP address from which the calls were made, and when the calls occurred. Next, the host virtual machines maintain audit logs for operating system level events. After the operating system level log, the system audit log tracks TLS authentication attempts and configuration changes, recording the username or hostname, time/date, event type, category (successful/unsuccessful) and source IP address of the machine where the attempt was made. Finally, the application log records identity of the users and devices that attempt to authenticate to the FMLive application. The application records user authentication attempts and account modifications (password changes, expired passwords, dormant account expiration, and account creation). Application audit data is stored in the FMLive database, and access is restricted to users with the 'Security' role assigned to their user account.</p> <p>Audit logs are reviewed for signs of unauthorized access and elevation of information system privileges, unauthorized access to files, changes in access patterns, and repeated failed access attempts.</p>	*
72	Describe how you will secure any participating entities' data captured during transactions.	<p>The FMLive system is designed and developed to be compliant with NIST 800-53r4 security controls, meeting the threshold of a moderate baseline with many controls being compliant to the requirements of a high baseline. Communication between the FMU(s) and FMLive relies on a public key infrastructure (PKI), providing encryption of data using the TLS 1.2 (Transport Layer Security version 1.2) standard. Capitalizing on the use of the Federal Information Processing Standard 140-2 (FIPS 140-2) validated Bouncy Castle Java API, the system encrypts data to Department of Defense requirements, ensuring protection of all data in-transit. The recommended communication medium is cellular modem, providing the system with the flexibility, reliability and security of a private cellular network. Thus, the Syntech 4000 series FMU delivers the technology that will reduce the requirement for costly infrastructure upgrades and provide the network security protocols necessary to combat emerging cybersecurity threats.</p>	*

73	Describe how your solutions can improve efficiency of fuel and fluid storage and dispensing.	<p>One method for improving fuel efficiency is by monitoring driver behavior, our telematics systems report on vehicle speed, rapid acceleration and hard braking, all behaviors that negatively impact fuel efficiency. Studies show that fuel economy decreases at a rate of \$0.20 per gallon for every five MPH increase in vehicle speed. Our systems identify vehicle speeding and harsh braking events. This information helps you understand and support good driving across your fleet.</p> <p>Fleet managers can also use the data provided by our system to analyze Vehicle-specific data on idling and driving behavior allowing them to accurately identify inefficient or abnormal activity by measuring changes over time with fuel and trend reports.</p> <p>Rather than trusting manual systems for tracking vehicle maintenance requirements, our system tracks engine run time and mileage, allowing Fleet Managers take the guesswork out of maintenance, reducing vehicle down time and optimizing fuel efficiency.</p> <p>Finally, the lack of a fuel management system often leads to theft, as has often been witnessed by employees filling their personal vehicle from the company's fuel tanks. The FuelMaster Fuel Management Unit (FMU) prevents theft requiring company issued authorization devices for fuel transaction authorizations. Our Automotive Information Module can also prevent other cases of fuel theft ensuring that every drop of fuel makes it into the vehicle.</p>	*
74	Describe how you work with participating entities to ensure environmental best practices are followed.	<p>Syntech works with its partners to ensure Sourcewell participating entities operate fuel stations that are compliant with all local, state, and federal environmental regulations including but not limited to applicable parts and subparts of 40 CFR, 33 CFR, 32 CFR, 49 CFR, 29 CFR, NEC and NFPA 30. Syntech and its it's partners perform site assessments pre and post installation to identify, communicate and remediate all potential issues that may impact compliance with environmental best practices.</p>	*
75	Describe how your organization meets all relevant environmental regulations.	<p>Syntech Systems, Inc. is dedicated to conduct all of its operations in the safest and most environmentally sound method possible. Compliance with internal General Safety Rules as well as certifying our products with applicable federal, state, and local safety codes assists us in achieving this objective.</p> <p>Fuel management by itself is considered a green product as it controls fuel, limits fuel spills, and provides accountability. Our patented Automotive Information Module (AIM) takes the green discussion to a new level. Syntech was on the cutting edge of the green initiative when it developed in 1996, the first AIM module as one of our green products. Several Clean Cities Coalition groups have partnered with us to raise the awareness level of fleet managers on the green aspects of our AIM product. This RFID module prevents a dispenser from being activated until the nozzle is inserted into the filler neck; it facilitates fuel accountability and inventory control; it records & monitors emission parameters; it eliminates accidental spills; works with alternative fuels such as Compressed Natural Gas, LPG, and Ethanol products; and, measures vehicle efficiency; and calculates idle time.</p> <p>There are many guidelines defining fuel dispensing and installation for electrical equipment. There are also many guidelines for installations in areas where Class I liquids are stored or handled and where Class II or Class III liquids may be stored at or above their flash points. The installer must be knowledgeable of the National Electric Code and any other applicable safety codes and standards. Syntech Systems, Inc. FuelMaster equipment and technicians comply with applicable federal, state, and local safety codes and standards.</p> <p>FuelMaster fuel management units have been designed to meet the following standards:</p> <p>National Electrical Code, NFPA #70 2011 Uniform Fire Code Underwriters Laboratories UL1238 and 913 CSA C22.2 No 142 & 157 FCC Part 15, Class A National Weights and Measures Certification</p> <p>Intertek - Intertek provides safety and performance certification services to nationally recognized standards for a wide range of electric, gas and oil-fueled products. These products range from commercial/consumer appliances to HVAC equipment to manufactured wood products. Items listed in our online directories will bear one of the ETL Listed, ETL Verified, ETL-EU, and GS, S RoHS ASTA or Warnock Hersey Listed marks. FuelMaster equipment is tested by Intertek to meet Underwriter's Laboratory (UL) 1238 and specific FuelMaster equipment meets UL913. FuelMaster equipment has also been certified to Canadian standards with CSA certification.</p> <p>For more on this certification, please visit http://www.intertek.com/directories/</p> <p>National Conference on Weights and Measures – The FuelMaster FMU console/Controller is certified for use at self-service retail sites, tanker trucks, and any</p>	*

		<p>automated, fuel dispensing for any application ranging from small service stations to large scale fleet operations. The system provides the customer with a means to control access to petroleum products at un-manned locations and to account for and invoice the dispensed product. Certificate number: 02-115</p> <p>For more information on this certification, please visit http://www.ncwm.net/</p> <p>California Air Resources Board – CARB's mission is to promote and protect public health, welfare and ecological resources through the effective and efficient reduction of air pollutants while recognizing and considering the effects on the state's economy. CARB test methods are formal written procedures for measurement of physical parameters related to air pollution. These include pollutant emissions concentration and mass flow rate, materials properties such as asbestos content of solids and volatile organic content of wastes, and various aspects of the performance of vapor recovery systems at service stations, bulk plants and terminals. Additionally, these procedures are used for conducting emission tests on mobile sources of pollution, such as cars, trucks, motorcycles, boats, and off-road equipment.</p> <p>For more information on this certification, please visit http://www.arb.ca.gov/homepage.htm</p> <p>European Certification - FuelMaster has been certified to meet the CE standards. CE Marking is a mandatory legal conformity requirement for all products sold within the European Union that fall within the scope of a CE marking directive. By affixing a CE Marking logo to a product and signing the Declaration of Conformity, a product supplier is declaring to the EU authorities that the requirements of all applicable directives have been met. Depending on the directive, involvement of a European Union 'Notified Body' may be mandatory or voluntary.</p> <p>For more information on this certification, please visit http://www.tuv-sud.co.uk/uk-en</p> <p>In addition, Syntech and all partner distributors are required to comply with all local, state, and federal environmental protection regulations, including but not limited to applicable parts and subparts of 40 CFR, 33 CFR, 32 CFR, 49 CFR, 29 CFR, and NFPA 30</p>	
76	Describe any regulatory infractions or sanctions against your products or completed projects within the past 5 years.	Syntech has never been subjected to any regulatory infractions.	*

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 77. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

- 1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- 2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
- 3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
- 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Financial Strength and Stability](#) - Syntech - Financial Statements & Line of Credit.zip - Monday September 28, 2020 10:41:48
- [Marketing Plan/Samples](#) - Syntech - Marketing Plan.zip - Monday September 28, 2020 10:52:45
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Warranty and Maintenance Plans.pdf - Tuesday September 29, 2020 14:18:33
- [Pricing](#) - Syntech Equipment and Service Catalog- Effective June 2020.zip - Monday September 28, 2020 11:45:02
- [Additional Document](#) - Additional Documents.zip - Tuesday September 29, 2020 14:17:56

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://www.sam.gov/portal/3>; or
 - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Sara Dunlap Fletcher, Marketing/Operations Manager, Syn-tech Systems, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Aboveground_Fuel_Storage_RFP092920 Tue September 22 2020 08:27 AM	<input checked="" type="checkbox"/>	2
Addendum_6_Aboveground_Fuel_Storage_RFP092920 Tue September 15 2020 08:27 AM	<input checked="" type="checkbox"/>	2
Addendum_5_Aboveground_Fuel_Storage_RFP092920 Mon September 14 2020 08:00 AM	<input checked="" type="checkbox"/>	1
Addendum_4_Aboveground_Fuel_Storage_RFP092920 Tue September 8 2020 04:11 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Aboveground_Fuel_Storage_RFP092920 Tue September 1 2020 02:10 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Aboveground_Fuel_Storage_RFP092920 Mon August 31 2020 03:01 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Aboveground_Fuel_Storage_RFP092920 Mon August 31 2020 01:44 PM	<input checked="" type="checkbox"/>	2

Syn-tech #092920-SYS

Pricing for contract #092920-SYS offers Sourcewell participating agencies the following discounts:

- Discount of 10% off MSRP on hardware
- In addition, volume discounts may be offered on a case-by-case basis

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338



Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

September 1, 2023

State Departments, Boards, and Commissions
Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Section 39-2-2(d)(2), *Ala. Code* 1975 as amended by Act No. 2023-497, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded herein below. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2024**. This approval authorizes the purchase of air conditioning or heating units and systems from an Alabama vendor who has been granted approved vendor status as part of the following contract award:

- Sourcewell RFP #070121

*****This approval does not authorize installation, labor, or services related thereto, which must be bid in compliance with Title 39.**

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. See Section 39-2-2(d)(2)b, *Ala. Code* 1975. Further, upon request, the vendor is required to provide the governmental entity with a report of sales made during the previous 12-month period. See Section 39-2-2(d)(2)d, *Ala. Code* 1975.

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.

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



AGENDA ITEM SUMMARY SHEET

Agenda of:2/20/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Thinkgard LLC for annual renewal of network protection software for MIT.
General fund.

Amount of Contract:

\$21,060.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20240214 Think Agenda Package POs	Cover Memo	2/14/2024

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	2/15/2024 - 12:39 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

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>4533</u>	2024	(5000) INFORMATION TECHNOLOGY	ANNUAL RENEWAL OF NETWORK PROTECTION SOFTWARE FOR MIT (EXEMPT AS SOFTWARE, BELOW BID REQUIREMENT)	\$21,060.00	<u>(297326)</u> <u>THINKGARD LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004533-00 FY 2024 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 1
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Vendor THINKGARD LLC 160 YEAGER PARKWAY SUITE 200 PELHAM, AL 35124 Tel#205-240-9245	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference CHATU Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/25/24	297326	01/25/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

001	PER TIPS CONTRACT #220105 AND YOUR QUOTE #20240124-153337376. Network protection software renewal (Consumption Tier: 500 GB Monthly) Standard Plan: (1 Year Agreement) • Includes:	1.00 EACH	21060.00000	21060.00
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o

1	1000.10.23.5000.5000.5000.0000.0000.42115.	21060.00
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Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 CHATU

Deliver To
 MIT



AGENDA ITEM SUMMARY SHEET

Agenda of:2/20/2024

Submitted by:

Relya Gill McMillian
Capital Projects Administrator

Sponsored by:

William S. Stimpson,
Mayor

Purpose and Scope of Project:

To transfer \$850,000 from Unassigned Fund Balance in the General Fund (Fund 1000) to C0941 MPD-Mounted Unit Police Facility in the Capital Improvement Fund (Fund 2000).

Funding Source

Project #

Project String 2000.2000

Budget Amendment **REDUCE** **INCREASE**

Grant Funds

Discretionary Funds

Contract Number:

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
MPD-Mounted Police Facility	Cover Memo	2/15/2024

REVIEWERS:

Department	Reviewer	Action	Date
Capital	Rhodes, Brenda	Approved	2/15/2024 - 12:31 PM
Budget	Sapp, Celia	Approved	2/15/2024 - 11:33 AM
Legal	Kern, Chris	Approved	2/15/2024 - 12:47 PM
Legal	Kern, Chris	Approved	2/15/2024 - 12:47 PM
Mayors Office	Barber, James	Approved	2/15/2024 - 1:05 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$850,000.00 be specifically allocated pursuant to Alabama Code Section 11-44C-57 from the Unassigned Fund Balance in the General Fund (Fund 1000) to Capital Improvement Fund (Fund 2000) Capital Project #C0941 MPD-Mounted Police Facility.

These funds will be used to purchase a new mounted police facility.

ADOPTED:

CITY CLERK



AGENDA ITEM SUMMARY SHEET

Agenda of:2/20/2024

Submitted by:

CARLEEN STOUT-CLARK, DEPUTY DIRECTOR, REAM

Sponsored by:

MAYOR WILLIAM S. STIMPSON

Purpose and Scope of Project:

AUTHORIZE THE PURCHASE OF 6160 GASTON LOOP ROAD W, GRAND BAY, AL 36541, IN THE AMOUNT OF \$839,000 PLUS CLOSING COSTS

Amount of Contract:

\$839,000 PLUS CLOSING COSTS

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	2/15/2024
Purchase and Sale Agreement	Exhibit	2/15/2024

REVIEWERS:

Department Reviewer	Action	Date
Real Estate Stout, Carleen	Approved	2/15/2024 - 11:19 AM
Capital Rhodes, Brenda	Approved	2/15/2024 - 12:27 PM
Legal Kern, Chris	Approved	2/15/2024 - 12:47 PM
Mayors Office Barber, James	Approved	2/15/2024 - 1:05 PM

RESOLUTION

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and hereby are, authorized to execute Purchase and Sale Agreement and to accept the Deed for the acquisition of 25 ± acres of land, a small house, workshop/garage, and horse stables, commonly known as 6160 Gaston Loop Road West, Grand Bay, Alabama 36541, and more particularly described on Exhibit A, attached hereto and made a part hereof, as set out in the instruments attached hereto for the price of \$839,000.00.

Said property is being conveyed to the City of Mobile by Larry R. and Tammie L. Wright.

Be it resolved that the Executive Director of Finance be and is authorized and directed to issue payment in the amount of the sales price plus closing costs, less prorated share of property taxes payable to Title Company, Pierce Ledyard, PC.

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

Adopted :

City Clerk

Exhibit "A"
6160 Gaston Loop Road West

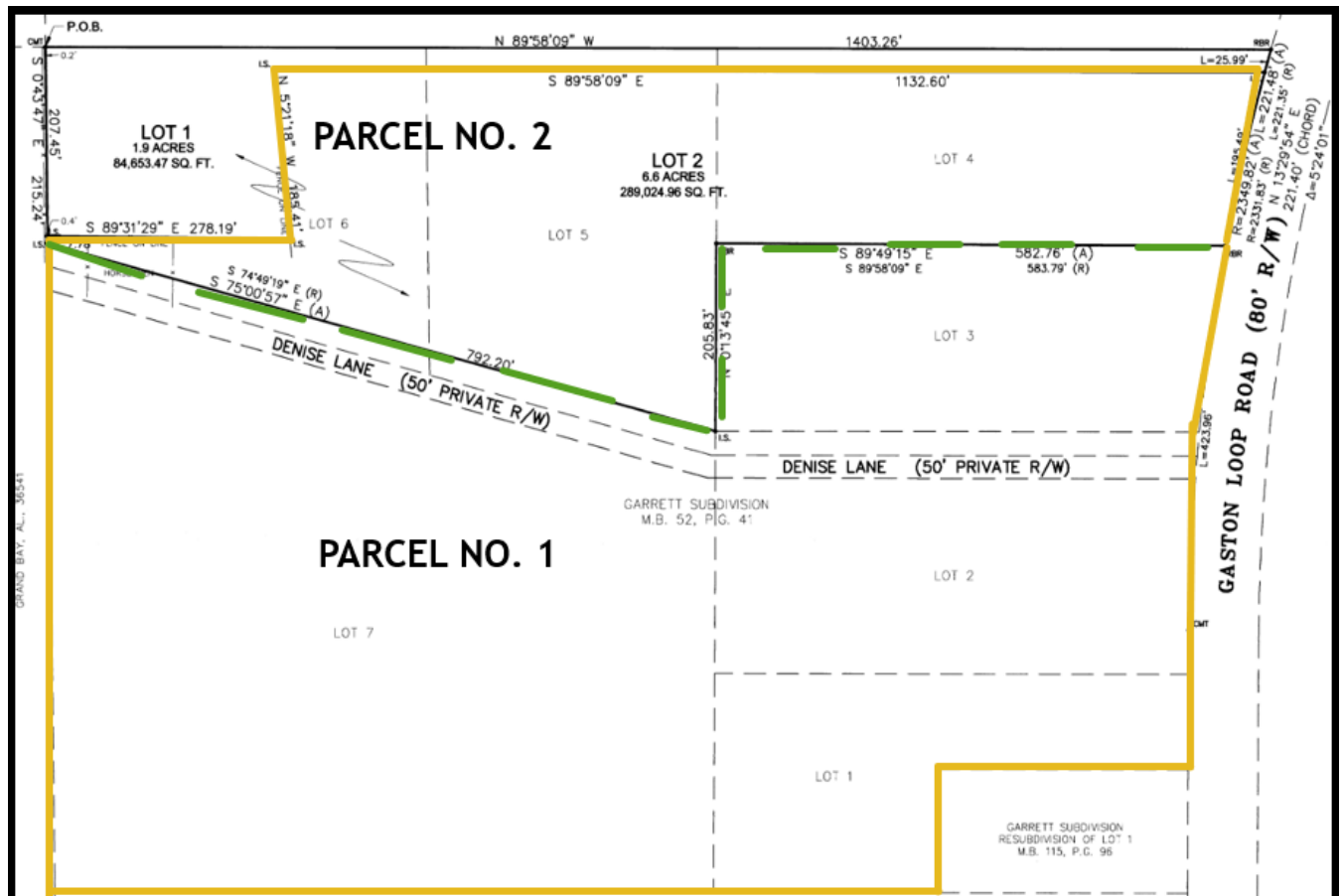
LEGAL DESCRIPTIONS:

PARCEL NO. 1: 3508330000010.015 / KEY NO. 2359511:

LOTS 1, 2, 3, AND 7 GARRETT SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 52, PAGE 41, LESS AND EXCEPT LOT 1 OF THE RESUBDIVISION OF LOT 1, GARRETT SUBDIVISION AS RECORDED IN MAP BOOK 115, PAGE 96, IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA.

PARCEL NO. 2: 3508330000010.021 / KEY NO. 4003016:

LOT 2, WRIGHT/WYATT SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 122, PAGE 89, IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA.



STATE OF ALABAMA
COUNTY OF MOBILE

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2024 by and between **Larry R. Wright and Tammie L. Wright**, hereinafter referred to as "Sellers" and, **CITY OF MOBILE**, an Alabama Municipal Corporation, hereinafter referred to as "Buyer".

RECITALS:

WHEREAS, 6160 Gaston Loop Road West, Grand Bay, AL, was listed and marketed at the value range of \$850,000 - \$875,000. City of Mobile has submitted an offer of \$839,000.00.

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

WITNESSETH:

That the parties hereto in consideration of the mutual promises and covenants hereinafter set forth do hereby agree that Sellers promise to sell and Buyer promises to purchase the property "AS IS, WHERE IS" and subject to the terms and conditions contained below, that certain real property, hereinafter referred to as "the Property," owned by Sellers and situated in Grand Bay, in Mobile County, Alabama, 25 +/- acres, located at 6160 Gaston Loop Road West, Grand Bay, AL and more particularly described on Exhibit A, attached hereto and made a part hereof.

1. PURCHASE PRICE

The total Purchase Price for this property shall be EIGHT HUNDRED THIRTY-NINE THOUSAND AND NO/100 (\$ 839,000.00) DOLLARS.

2. TERMS OF PAYMENT

Buyer shall pay to Sellers in cash at the closing of said Purchase and Sale the sum of EIGHT HUNDRED THIRTY-NINE THOUSAND AND NO/100 (\$ 839,000.00) DOLLARS. All earnest money shall be applied to the Purchase Price at Closing.

3. EARNEST MONEY

Within five (5) days of full execution of this contract, Buyer shall deposit ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) (the Earnest Money Deposit in certified funds) evidencing Buyer's good faith. Said funds to be deposited in escrow with Pierce Ledyard, PC, 3801 Airport Blvd, Mobile, AL 36608 ("Escrow Holder") to be applied to the purchase price. If the title is not marketable, or other contingencies or provisions as hereinafter specified cannot be met, this deposit is to be refunded to Buyer, otherwise to be retained by Sellers. In the event of default by Buyer, all deposits made hereunder may be forfeited as liquidated damages at Sellers' election, or alternatively, Sellers may retain such deposits as part payment of the purchase price and pursue Sellers' legal or equitable remedies hereunder against Buyer.

If Escrow Holder is notified in writing of a dispute between Buyer and Sellers regarding the Earnest Money Deposit, Escrow Holder shall be entitled to interplead the Earnest Money into a court of competent jurisdiction in Mobile County, Alabama, whereupon Escrow Holder shall be released from all obligations and liability hereunder.

4. CLOSING AND POSSESSION

This sale shall be closed at Pierce Ledyard, PC, 3801 Airport Blvd, Mobile, AL 36608 on or before thirty (30) days after all terms and conditions herein have been satisfied and complied with and after all paperwork has been delivered, reviewed, and accepted by the parties ("Closing Date"), with possession by Buyers no earlier than April 10, 2024. **Sellers shall provide the Warranty Deed. Buyer shall pay to record the deed.** In the event Buyer does not close on the property, Buyer shall make available to Sellers any additional engineering performed on the property. Each party shall be responsible for its cost of legal representation, if any. Sellers are represented by RE/MAX Realty Professionals, Inc., and shall be paid by Seller out of the total gross proceeds.

5. TITLE AND CONVEYANCE

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

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

6. COMMITMENT FOR TITLE INSURANCE

Within ten (10) days from the date of the complete execution of this Agreement, Buyer, at Buyer's expense, shall obtain commitment for title insurance from Pierce Ledyard, PC, in the full amount of the purchase price, said commitment shall obligate its issuer to provide an Owner's Guaranty of Title subject only to the exceptions described in Paragraph 5 above.

7. BUYER'S CONDITIONS PRECEDENT TO CLOSING

This contract of Purchase and Sale is subject to and conditioned upon Buyer's satisfaction to the following:

I. Due Diligence

Buyer shall have thirty (30) days from the complete execution of this document to perform all studies and tests necessary for Buyer's intended project ("Due Diligence Period"). In the event that during the Due Diligence Period all conditions are found to be acceptable, at Buyer's sole discretion, Buyer shall notify Sellers in writing to proceed to closing. Should Buyer so proceed, sale shall be closed within three (3) days after all necessary documents are ready. If on or before the expiration of the Due Diligence Period Buyer determines that the Property is not acceptable to Buyer for any reason whatsoever in Buyer's sole and absolute discretion, then Buyer shall have the unqualified right, at its election, to cancel and terminate this Agreement by written notice delivered to Sellers on or before the expiration of the Due Diligence Period, whereupon the Earnest Money shall be refunded to Buyer and this Agreement shall be deemed canceled and terminated and neither Sellers nor Buyer shall have any further obligation or liability to the other hereunder.

II. Property Inspection

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

Within three (3) days of this executed contract, Sellers will provide to Buyer upon request all available tests, studies, inspections, reports, surveys, maps, drawings, or any pertinent information to the subject property to the Buyer without warranty.

8. RISK OF LOSS

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

9. DISCLAIMER

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

10. PRORATIONS

All Ad Valorem taxes and rents are to be prorated as to the date of closing of this transaction. All bills and expenses shall also be prorated as of the closing date.

11. WAIVERS AND OTHER AGREEMENTS

This contract shall constitute the entire Purchase and Sale Agreement for the Property between the Sellers and the Buyer, all other Purchase and Sale Agreements between Sellers and Buyer for the Property, written or verbal, of any kind whatsoever being superseded and replaced by this Agreement. Any party hereto may waive any condition or requirement in favor of said party, or any default or defect in the performance of any other party hereto by giving notice of such waiver in writing to all parties hereto.

12. NOTICES

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

To the Sellers:

Larry R. Wright and Tammie L. Wright
6160 Gaston Loop Road West
Grand Bay AL 36541

To the Buyer:

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

13. HEADINGS

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

14. SPECIAL PROPERTY ASSESSMENT

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

15. GOVERNING LAW

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

16. BINDING EFFECTS

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

17. TIME

Time is of the essence with this Agreement.

18. CONSTRUCTION OF AGREEMENT

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

19. NON-DISCRIMINATION.

Buyer and Sellers 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.

20. IMMIGRATION.

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

21. SELLERS' REPRESENTATIONS, WARRANTIES.

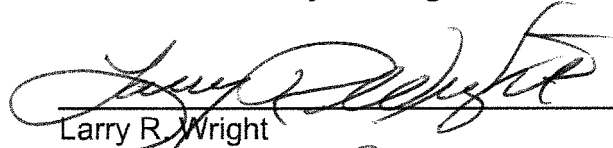
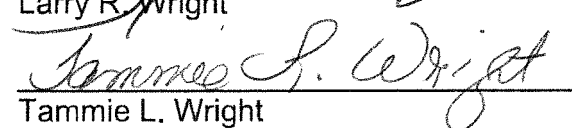
Sellers represent and warrant that:

- (i) Sellers are the sole owners of the property and will execute all necessary contracts to transfer ownership upon approval of City Council.
- (ii) There are no restrictive covenants or easements, except as provided in (vi) below, affecting the Property which would prevent Buyer's use of the property;
- (iii) Sellers are aware of no pending or threatened condemnation or similar or similar proceedings affecting the Property or any portion thereof, nor have Sellers knowledge that any such action is presently contemplated;
- (iv) To the best of Sellers' knowledge, the Property is not in violation of or subject to any existing, pending or threatened investigation or inquiry by any governmental authority or to any remedial obligations under any applicable laws pertaining to health or the environment;
- (v) To the best of Sellers' knowledge, no hazardous substances or solid wastes have been disposed of or otherwise released on the Property; at execution of this agreement Sellers shall furnish to Buyer copies of all environmental studies which Sellers have had performed or otherwise have in their possession pertaining to the Land, if any. Sellers have not used, nor authorized nor allowed the use of the Land for the handling, treatment, storage, disposal or release of any hazardous or toxic substance as defined under any applicable state or federal law or regulation including without limitation CERCLA. Sellers have no knowledge of any environmental matters pertaining to said Property.
- (vi) To the best of Sellers' knowledge, no portion of the Property is affected by any special assessments, whether or not constituting a lien thereof.

-----SIGNATURE PAGE FOLLOWS-----

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

SELLERS: Larry R. Wright and Tammie L. Wright

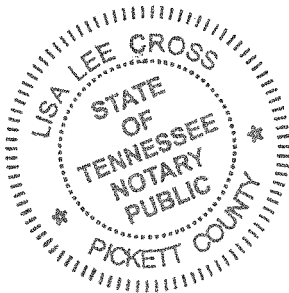
 Date 2/12/2024
Larry R. Wright
 Date 2/12/2024
Tammie L. Wright


STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public, in and for the said County in said State, hereby certify that Larry R. Wright and Tammie L. Wright, signed to the foregoing Agreement for Sale and Purchase and who are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Agreement for Sale and Purchase, they, in their capacity and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand this 12th day of Feb., 2024.




Notary Public

My Commission Expires: June 18 2025

BUYER: CITY OF MOBILE

BY _____ Date ____/____/2024
William S. Stimpson, As Its Mayor

ATTEST:

Lisa C. Lambert, as City Clerk

Exhibit "A"
6160 Gaston Loop Road West

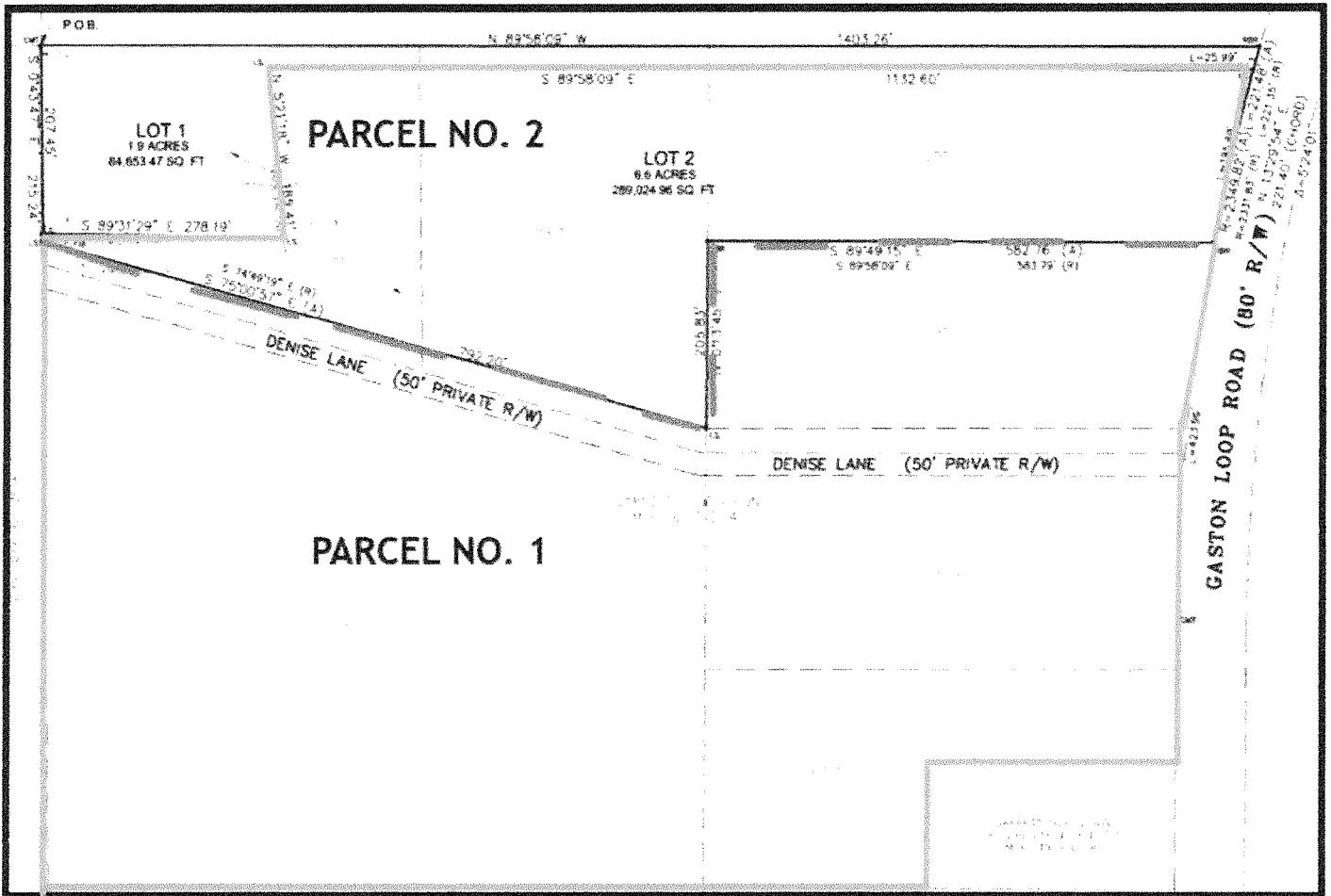
LEGAL DESCRIPTIONS:

PARCEL NO. 1: 3508330000010.015 / KEY NO. 2359511:

LOTS 1, 2, 3, AND 7 GARRETT SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 52, PAGE 41, LESS AND EXCEPT LOT 1 OF THE RESUBDIVISION OF LOT 1, GARRETT SUBDIVISION AS RECORDED IN MAP BOOK 115, PAGE 96, IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA.

PARCEL NO. 2: 3508330000010.021 / KEY NO. 4003016:

LOT 2, WRIGHT/WYATT SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 122, PAGE 89, IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA.





AGENDA ITEM SUMMARY SHEET

Agenda of:2/20/2024

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of Willie Wilson

Amount of Contract:

n/a

Effective Date of Contract:

2/27/2024

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - Wilson

Discretionary Funds n/a

Project String n/a

Contract Number:n/a

Budget Amendment **REDUCE** n/a **INCREASE** n/a

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
Resolution for Settlement Agreement and Release of Claims - Wilson	Resolution Letter	2/14/2024

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	2/14/2024 - 2:55 PM
			2/14/2024 - 3:05

Legal
Mayors
Office

Kern, Chris
Barber, James

Approved
Approved

PM
2/15/2024 -
12:41 PM

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 an 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 Willie Wilson, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

City Clerk

\\CITYLAWSRV\Cycom\WPDocs\D014\P006\00123747.doc