



AGENDA

Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, September 9, 2025, 10:30 AM

1. CALL TO ORDER

2. INVOCATION

Lenn Chilton, Public Safety Chaplain

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. STATEMENT OF RULES BY COUNCIL PRESIDENT

6. COMMUNICATIONS FROM THE MAYOR

7. ADOPTION OF THE AGENDA

8. APPEALS

Request of Brent Day for a waiver of the Noise Ordinance at 1610 Government Street on October 25, 2025, from 5:00 p.m. - 9:00 p.m. (District 2).

9. PUBLIC HEARINGS

Public hearing to consider the modification of a previously approved Planning Approval for property located at 3610 and 3720 Michael Boulevard (District 5).

Public hearing to consider the modification of a previously approved Planned Unit Development for property located at 3610 and 3720 Michael Boulevard (District 5).

Public hearing to declare the structure at 1606 Katye Street a public nuisance and order it demolished (District 1).

Public hearing to declare the structure at 270 Oak Drive a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 506 Patton Avenue a public nuisance and order it demolished (District 2).

Public hearing to consider adoption of the 2025-2026 General Fund and Capital Improvement Fund budgets.

10. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Sabrina Mass - the election process and certifications.

Antonie Maiben - will current employees accrued sick & vacation time be affected when Via takes over the Wave Transit? Will Via honor the current union contract? After June 2026, will Wave Transit employees be laid off?

Cathy O'Keefe - Council's denial of rezoning properties located on Airport Blvd., between Dogwood Dr. and Summit Dr.

11. RESOLUTIONS HELD OVER

08-1137 Approve purchase order to Howard Industries, Inc. for surveillance cameras for Public Safety; \$51,502.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1140 Approve purchase order to Stivers Ford Lincoln, Inc. for Ford pickup truck for Traffic Eng. Dept.; \$56,650.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1141 Approve purchase order to Sunsouth, LLC for 5 John Deere mowers for Public Services Dept.; \$83,980.75 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1142 Approve purchase order to Sunsouth, LLC for 5 John Deere mowers for Public Services Dept.; \$93,490.25 (sponsored by Mayor Stimpson) (submitted by John

Paine, Purchasing Dept.).

09-1145 Authorize various amendments, reallocations, appropriations, and transfers to the FY 2025 General Fund Budget (sponsored by Mayor Stimpson) (submitted by Scott Colling, Finance Director).

09-1146 Transfer funds from Deferred Revenues Fund to Capital account Copeland Cox Tennis Center in support of the United States Tennis Association Grant; \$112,000.00 (sponsored by Mayor Stimpson) (submitted by Kim Carmody, Parks & Rec. Dept.).

21-1149 Authorize contract with Port City Transit, LLC for services to operate City's transit system; \$12,100,000.00 per year (sponsored by Mayor Stimpson) (submitted by Don Rose, Purchasing Dept.).

21-1150 Authorize contract with Protec Video for the deployment and management of technology, training, and consulting services; \$695,000.00 (sponsored by Mayor Stimpson) (submitted by Robert Lasky, Public Safety Dept.).

21-1151 Authorize contract with SPV Associates Inc, d/b/a OnIndus, for services related to the implementation of the City's Project Management program; \$185,000.00 (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Program & Project Mgmt.).

21-1152 Authorize contract with Tinker Imagineers B.V. for professional museum exhibit design, production, and installation services for the National Maritime Museum; NTE \$2,000,000.00 (sponsored by Mayor Stimpson) (submitted by Karen Poth, National Maritime Museum).

12. ORDINANCES BEING INTRODUCED

52-046 Adopt Chapter 52 Real Property Maintenance and Enforcement Article VIII, "Vacant Structure Registry for Henry Aaron Loop" (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

64-047 Consider the modification of a previously approved Planning Approval for property located at 3610 and 3720 Michael Boulevard (sponsored by Councilmember Daves).

64-048 Consider the modification of a previously approved Planned Unit Development for property located at 3610 and 3720 Michael Boulevard (sponsored by Councilmember Daves).

13. CONSENT RESOLUTIONS BEING INTRODUCED

40-1155 Declare the structure at 1606 Katye Street a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-1156 Declare the structure at 270 Oak Drive a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-1157 Declare the structure at 506 Patton Avenue a public nuisance and order it demolished (sponsored by Councilmember Carroll).

58-1158 Declare weeds noxious, Weed Lien Group 1668.

60-1159 Approve award of special bonus to the Parks & Recreation Employee of the Month; Callaghan (sponsored by Mayor Stimpson) (submitted by Kim Carmody, Parks & Rec. Dept.).

60-1160 Approve award of special bonus to the Officer of the Month; Turberville (sponsored by Mayor Stimpson) (submitted by Chief William Jackson, MPD).

27-1176 Authorize contract with Marsha Sewell for professional services for the 2025 Municipal Election (sponsored by Mayor Stimpson) (submitted by Lisa C. Lambert, City Clerk).

27-1177 Authorize contract with Iris Frazier for professional services for the 2025 Municipal Election (sponsored by Mayor Stimpson) (submitted by Lisa C. Lambert, City Clerk).

03-1178 Appoint Erna Whiston to the Citizens Parks and Recreation Advisory Committee (sponsored by Councilmember Gregory) (submitted by Lisa C. Lambert, City Clerk).

27-1179 Authorize contract with Wanda Johnson for professional services for the 2025 Municipal Election (sponsored by Mayor Stimpson) (submitted by Lisa C. Lambert, City Clerk).

14. CIP RESOLUTIONS INTRODUCED

08-1161 Approve purchase order to Graybar Electric Co., Inc. for streetlight poles on St. Louis Street; \$61,826.66 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

15. RESOLUTIONS BEING INTRODUCED

01-1162 Authorize amended Loan Agreement with James W. Buffett Declaration of Trust 1990 (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

01-1163 Authorize Easement Agreement with 195, LLC for private road in Logan Cottages (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

08-1164 Approve purchase order to Dana Safety Supply, Inc. for transport of Tahoe SUVs; \$22,500.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1165 Approve purchase order to Online Consulting, Inc. for pre-purchase of IT technology credits for MIT; \$20,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1166 Approve purchase order to Southern Emergency & Rescue Vehicle Sales, LLC for ambulance for MFRD; \$365,894.70 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1167 Approve purchase order to Taylor Power Systems for rental of emergency generator for the Cruise Terminal; \$17,200.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1168 Approve purchase order to Rescue One Corp. for inflatable rescue boats with trailer for MFRD; \$44,724.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-1169 Consider adoption of the 2025-2026 General Fund and Capital Improvement Fund budgets (sponsored by Mayor Stimpson).

09-1170 Authorize amendments, reallocations, appropriations, and transfers to the FY 2025 General Fund Budget for Port Security Grant Funds (sponsored by Mayor Stimpson) (submitted by Scott Collins, Finance Dept.).

13-1171 Authorize Change Order No. 2 with Thompson Engineering, Inc. for U.S. Hwy 45 Streetscape Improvements; increase by \$4,500.00 (sponsored by Councilmember Penn and Mayor Stimpson) (submitted by John Forrester, Engineering Dept.).

60-1172 Approve stipend for Captain James Cunningham for expenses accrued while

attending the FBI National Academy; \$3,950.00 (sponsored by Mayor Stimpson)
(submitted by Chief William Jackson, MPD).

16. CALL FOR PUBLIC HEARINGS

41-1173 Call for public hearing to consider the proposed modification of a previously approved Planned Unit Development for property located at 4350 Moffet Road (scheduled for October 14, 2025) (District 1).

41-1174 Call for public hearing to consider rezoning property located at 2602, 2610, 2612, 2614, & 2616 Old Shell Road and 1057 & 107 Item Avenue from R-1 and B-2 to B-2 (scheduled for October 14, 2025) (District 1).

41-1175 Call for public hearing to consider an amendment to the Downtown Development District Regulating Plan to rezone property located at 250 Saint Francis Street from T-5.1 to T-5.2 (scheduled for October 14, 2025) (District 2).

17. ANNOUNCEMENTS



APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

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

Name of Applicant: Brent Day

PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-441-1925 Cell Number: 251-421-7413

Organization (if applicable) _____

Mailing Address of Applicant 1610 Government St, Mobile, AL 36604

Telephone No. 251-441-1925 E-mail address brent@solonlaw.net

Location or address of event where amplification will be used:

1610 Government St, Mobile, AL 36604

Date of Event: 10/25/2025 Starting Time: 5:00 p.m. Ending Time 9:00 p.m.

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

Type of Event: Office Open House / Party

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

Music containing obscene language or profanity is prohibited

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

P. O. Box 1827 Mobile, AL 36633

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

Or e-mail to: cityclerk@cityofmobile.org

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 Planning Approval for Property
Located at 3610 and 3720 Michael Boulevard

Pursuant to Resolution of the Mobile, Alabama City Council adopted **August 5, 2025**, a public hearing will be held on the **9th** day of **September**, 2025, at 10:30 a.m., to consider adoption of an ordinance for the modification of a previously approved Planning Approval to allow the expansion of a private school athletic complex.

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 Planning Approval was approved on February 21, 2008, to allow the expansion of a private school athletic complex located at 3610 and 3720 Michael Boulevard and described as follows:

FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA, RUN THENCE NORTH 89°36' EAST, 1322.92 FEET; THENCE RUN SOUTH 00°32' EAST, 460 FEET TO THE POINT-OF-BEGINNING; THENCE CONTINUE SOUTH 00°32' EAST, 1545.17 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF MICHAEL BOULEVARD; THENCE RUN NORTH 74°09'49" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 637.97 FEET TO A POINT WHERE THE NORTH RIGHT-OF-WAY LINE OF MICHAEL BOULEVARD INTERSECTS THE EAST LINE OF MATTHEWS PARK ENTRANCE ROAD; THENCE RUN NORTH 00°32' WEST, ALONG SAID EAST LINE, 1366.94 FEET; THENCE RUN NORTH 89°36'48" EAST, 612.11 FEET TO THE POINT-OF-BEGINNING. TRACT CONTAINS 20.43 ACRES, MORE OR LESS.

ALSO,

LOT 1, MCGILL-TOOLEN ATHLETIC COMPLEX WEST, AS RECORDED ON INSTRUMENT # 2023070883, PROBATE RECORDS, MOBILE COUNTY, ALABAMA.

WHEREAS, the owner of said property applied for a Major Modification of the Planning Approval on March 17, 2025, to allow the expansion of a private school athletic complex.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on April 17, 2025, and recommended approval of the Major Modification of the Planning Approval subject to the following conditions:

1. Removal of references to off-site parking at the YMCA and Matthews Park;
2. Revision of the site plan to remove the note stating "cans will be supplied for city pick up", and replace it with "site will be serviced by the existing dumpster(s) available on site";

3. Placement of a note on the site plan that the site will fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC);
4. Retention of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
6. 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. Having considered the applicable factors, 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. 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 modification of the Planning Approval is hereby approved with the following required conditions:

1. Removal of references to off-site parking at the YMCA and Matthews Park;
2. Revision of the site plan to remove the note stating "cans will be supplied for city pick up", and replace it with "site will be serviced by the existing dumpster(s) available on site";
3. Placement of a note on the site plan that the site will fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC);
4. Retention of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
6. 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.

45NOTICE 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 9th day of September, 2025, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 13th day of August, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **3610 and 3720 Michael Boulevard**.

The proposed amendment will modify a Planning Approval that was approved for said location on February 21, 2008. The owner of said property has applied for a Major Modification of the **Planning Approval to allow the expansion of a private school athletic complex**. If approved, the Major Modification will allow the expansion of a private school athletic complex, subject to the following proposed conditions: 1. Removal of references to off-site parking at the YMCA and Matthews Park; 2. Revision of the site plan to remove the note stating "cans will be supplied for city pick up", and replace it with "site will be serviced by the existing dumpster(s) available on site"; 3. Placement of a note on the site plan that the site will fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC); 4. Retention of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council; 5. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and, 6. 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 Planning Approval was approved on February 21, 2008, to allow the expansion of a private school athletic complex located at 3610 and 3720 Michael Boulevard and described as follows:

FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA, RUN THENCE NORTH 89°36' EAST, 1322.92 FEET; THENCE RUN SOUTH 00°32' EAST, 460 FEET TO THE POINT-OF-BEGINNING; THENCE CONTINUE SOUTH 00°32' EAST, 1545.17 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF MICHAEL BOULEVARD; THENCE RUN NORTH 74°09'49" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 637.97 FEET TO A POINT WHERE THE NORTH RIGHT-OF-WAY LINE OF MICHAEL BOULEVARD INTERSECTS THE EAST LINE OF MATTHEWS PARK ENTRANCE ROAD; THENCE RUN NORTH 00°32' WEST, ALONG SAID EAST LINE, 1366.94 FEET; THENCE RUN NORTH 89°36'48" EAST, 612.11 FEET TO THE POINT-OF-BEGINNING. TRACT CONTAINS 20.43 ACRES, MORE OR LESS.

ALSO,

LOT 1, MCGILL-TOOLEN ATHLETIC COMPLEX WEST, AS RECORDED ON INSTRUMENT # 2023070883, PROBATE RECORDS, MOBILE COUNTY, ALABAMA.

WHEREAS, the owner of said property applied for a Major Modification of the Planning Approval on March 17, 2025, to allow the expansion of a private school athletic complex.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on April 17, 2025, and recommended approval of the Major Modification of the Planning Approval subject to the following conditions:

1. Removal of references to off-site parking at the YMCA and Matthews Park;
2. Revision of the site plan to remove the note stating "cans will be supplied for city pick up", and replace it with "site will be serviced by the existing dumpster(s) available on site";
3. Placement of a note on the site plan that the site will fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC);
4. Retention of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
6. 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. Having considered the applicable factors, 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. 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 modification of the Planning Approval is hereby approved with the following required conditions:

1. Removal of references to off-site parking at the YMCA and Matthews Park;
2. Revision of the site plan to remove the note stating "cans will be supplied for city pick up", and replace it with "site will be serviced by the existing dumpster(s) available on site";
3. Placement of a note on the site plan that the site will fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC);
4. Retention of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
6. 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

Rev. Bry Shields, McGill-Toolen Catholic High School (Eric J. Adams, P.E., Clark, Geer, Latham & Associates, Inc., Agent)
3610 and 3720 Michael Boulevard
Council District 5
Joel Daves



THE CITY OF MOBILE, AL
Planning & Zoning Department

MOBILE CITY PLANNING COMMISSION

July 29, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

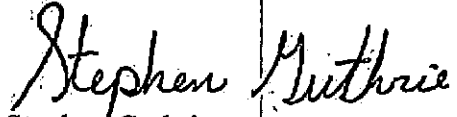
The Mobile City Planning Commission at its meeting on April 17, 2025, considered the request of Rev. Bry Shields, McGill-Toolen Catholic High School (Eric J. Adams, P.E., Clark, Geer, Latham & Associates, Inc., Agent), for a Major Modification of a previously approved Planning Approval to allow the expansion of a private school athletic complex, for the property located at 3610 and 3720 Michael Boulevard.

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

1. Removal of references to off-site parking at the YMCA and Matthews Park;
2. Revision of the site plan to remove the note stating “cans will be supplied for city pick up”, and replace it with “site will be serviced by the existing dumpster(s) available on site”;
3. Placement of a note on the site plan that the site will fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC);
4. Retention of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
6. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

A handwritten signature in cursive script that reads "Stephen Guthrie".

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

AMENDED

LETTER OF DECISION

June 27, 2025

Eric J. Adams
Clark, Geer, Latham & Associates, Inc.
3901 Springhill Avenue
Mobile, Alabama 36608

Re: 3720 Michael Boulevard
MOD-003287-2025
Rev. Bry Shields, McGill-Toolen Catholic High School (Eric J. Adams, P.E., Clark, Geer, Latham & Associates, Inc. Agent)
District 5
Major Modification of a previously approved Planning Approval allowing the expansion of a private school athletic complex.

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

At its meeting on April 17, 2025, the Planning Commission considered the above referenced application.

After discussion the Planning Commission determined the following Findings of Fact to support modification of the previously approved Planning Approval:

- 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. Having considered the applicable factors, 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.

As such, the Planning Commission voted to recommend approval of the Major Planning Approval Modification to the City Council, subject to the following conditions:

1. Removal of references to off-site parking at the YMCA and Matthews Park;
2. Revision of the site plan to remove the note stating, "cans will be supplied for city pick up", and replace it with "site will be serviced by the existing dumpster(s) available on site";
3. Placement of a note on the site plan that the site will fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC);
4. Retention of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
6. Full compliance with all municipal codes and ordinances.

The advertising fee for this application, based on the current legal description, is **\$467.40**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

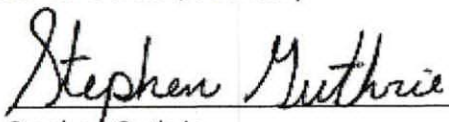
Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org)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

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By: 
Stephen Guthrie
Deputy Director of Planning and Zoning

3610 & 3720 Michael Boulevard

LIPSCOMB ATHLETIC COMPLEX (3610 Michael Boulevard)

LEGAL DESCRIPTION:

FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA, RUN THENCE NORTH 89°36' EAST, 1322.92 FEET; THENCE RUN SOUTH 00°32' EAST, 460 FEET TO THE POINT-OF-BEGINNING; THENCE CONTINUE SOUTH 00°32' EAST, 1545.17 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF MICHAEL BOULEVARD; THENCE RUN NORTH 74°09'49" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 637.97 FEET TO A POINT WHERE THE NORTH RIGHT-OF-WAY LINE OF MICHAEL BOULEVARD INTERSECTS THE EAST LINE OF MATTHEWS PARK ENTRANCE ROAD; THENCE RUN NORTH 00°32' WEST, ALONG SAID EAST LINE, 133.94 FEET; THENCE RUN NORTH 89°36'48" EAST, 612.11 FEET TO THE POINT-OF-BEGINNING. TRACT CONTAINS 20.43 ACRES, MORE OR LESS.

NEW BALL FIELDS (3720 Michael Boulevard)

LEGAL DESCRIPTION:

LOT 1, MCGILL-TOOLEN ATHLETIC COMPLEX WEST, AS RECORDED ON INSTRUMENT # 2023070883, PROBATE RECORDS, MOBILE COUNTY, ALABAMA.



PA
2nd Revised 6/26/25
Legal description
Page 18 of 944

3610 & 3720 Michael Boulevard

LIPSCOMB ATHLETIC COMPLEX (3610 Michael Boulevard)

LEGAL DESCRIPTION:

FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA, RUN THENCE NORTH $89^{\circ}36'$ EAST, 1322.92 FEET; THENCE RUN SOUTH $00^{\circ}32'$ EAST, 460 FEET TO THE POINT-OF-BEGINNING: THENCE CONTINUE SOUTH $00^{\circ}32'$ EAST, 1545.17 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF MICHAEL BOULEVARD; THENCE RUN NORTH $74^{\circ}09'49''$ WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 637.97 FEET TO A POINT WHERE THE NORTH RIGHT-OF-WAY LINE OF MICHAEL BOULEVARD INTERSECTS THE EAST LINE OF MATTHEWS PARK ENTRANCE ROAD; THENCE RUN NORTH $00^{\circ}32'$ WEST, ALONG SAID EAST LINE, 1366.94 FEET; THENCE RUN NORTH $89^{\circ}36'48''$ EAST, 612.11 FEET TO THE POINT-OF-BEGINNING. TRACT CONTAINS 20.43 ACRES, MORE OR LESS.

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NEW BALL FIELDS (3720 Michael Boulevard)

LEGAL DESCRIPTION:

LOT 3, RESUBDIVISION OF AND ADDITION TO LOT A, HEARIN-CHANDLER YMCA AND LOT 1, LAFAYETTE SQUARE EAST, AS RECORDED IN MAP BOOK 101 PAGE 17, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

April 21, 2025

Eric J. Adams
Clark, Geer, Latham & Associates, Inc.
3901 Springhill Avenue
Mobile, Alabama 36608

Re: 3720 Michael Boulevard
MOD-003287-2025
Rev. Bry Shields, McGill-Toolen Catholic High School (Eric J. Adama, P.E., Clark, Geer, Latham & Associates, Inc. Agent)
District 5
Major Modification of a previously approved Planning Approval allowing the expansion of a private school athletic complex.

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

At its meeting on April 17, 2025, the Planning Commission considered the above referenced application.

After discussion the Planning Commission determined the following Findings of Fact to support modification of the previously approved Planning Approval:

- 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. Having considered the applicable factors, 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.

As such, the Planning Commission voted to recommend approval of the Major Planning Approval Modification to the City Council, subject to the following conditions:

April 21, 2025

1. Removal of references to off-site parking at the YMCA and Matthews Park;
2. Revision of the site plan to remove the note stating, "cans will be supplied for city pick up", and replace it with "site will be serviced by the existing dumpster(s) available on site";
3. Placement of a note on the site plan that the site will fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC);
4. Retention of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
6. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description. **Please submit the current legal description of each property associated with the request, to the Planning and Zoning Department to obtain the advertising fee.** Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

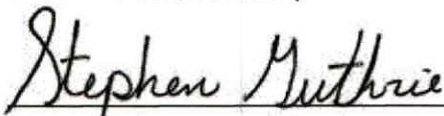
If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By:



Stephen Guthrie

Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION

March 28, 2025

PUBLIC HEARING NOTICE



Re: 3720 Michael Boulevard

MOD-003287-2025

Rev. Bry Shields, McGill-Toolen Catholic High School (Eric J. Adams, P.E., Clark, Geer, Latham & Associates, Inc., Agent)

District 5

Major Modification of a previously approved Planning Approval allowing the expansion of a private school athletic complex.

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, April 17, 2025, 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, April 16, 2025, 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.



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:	Eric J. Adams	Eric J. Adams
Firm:	Clark, Geer, Latham & Associates, Inc.	Clark, Geer, Latham & Associates, Inc.
Phone:	251-344-7073	251-344-7073
Email:	eadams@cglenginers.com	eadams@cglenginers.com
Address:	3901 Springhill Ave, Mobile, AL 36608	3901 Springhill Ave, Mobile, AL 36608

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

	Owner	Design Professional
Name:	Rev. Bry Shields	Eric J. Adams
Firm:	McGill Toolen Catholic High School	Clark, Geer, Latham & Associates, Inc.
Phone:	251-432-0784	251-344-7073
Email:	shieldsb@mcgill-toolen.org	eadams@cglenginers.com
Address:	1501 Old Shell Road, Mobile, AL 36604	3901 Springhill Ave, Mobile, AL 36608

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

3720 Michael BLVD

16.12 Acres

Property Address

Property Area (acres or square feet)

R02280725300003.000

Parcel Number(s) or Key Number(s)

B-1

N/A

Present Zoning or Transect District

Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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

Eric J. Adams

Digitally signed by Eric J. Adams
DN: cn=Eric J. Adams, email=eadams@cglenginers.com, cn=Eric J. Adams
Reason: I am approving this document
Date: 2020.03.17 11:53:11-0500

March 17, 2025

Owner Signature

Date

Eric J. Adams

Digitally signed by Eric J. Adams
DN: cn=Eric J. Adams, email=eadams@cglenginers.com, cn=Eric J. Adams
Reason: I am approving this document
Date: 2020.03.17 11:53:11-0500

March 17, 2025

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.

Eric J. Adams

Digitally signed by Eric J. Adams
DN: cn=Eric J. Adams, email=eadams@cglenginers.com, cn=Eric J. Adams
Reason: I am approving this document
Date: 2020.03.17 11:53:11-0500

Applicant or Agent Signature

Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

SUPPLEMENTAL DOCUMENTATION

Private or Parochial Schools

The following information is required to evaluate the conditional use application. Please provide all the following information as additional documentation.

SITE PLAN

- Building coverage shall not exceed forty (40) percent of the total lot area.
- N/A □ Not less than two (2) off-street parking spaces per classroom shall be provided for an elementary school, three (3) per classroom for a junior high school and eight (8) per classroom for a senior high school.
- Minimum yard dimensions should be: Front Yard depth, thirty (30) feet; Side Yard width, forty (40) feet; Rear Yard depth, forty (40) feet, provided that each of these dimensions should be increased by one foot for every foot by which the height of the building exceeds thirty-five (35) feet.
- Playgrounds, play fields and other active recreation facilities should not extend into required yards, and no structure for seating spectators at athletic events (except a gymnasium or auditorium completely enclosed within a building) should be located closer than two hundred (200) feet to any residential property line.
- One off-street parking space should be provided for every three (3) spectator seats in any such facility.
- N/A □ Off-street school bus loading spaces should be provided when school buses are to be used.
- Fences or planted buffer strips should be provided as determined by the Board to be necessary for safety purposes or to minimize possible adverse effects upon adjacent property.

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](#).

McGill-Toolen proposes to expand the Lipscomb Athletic Complex with additional sport practice fields for its students. In addition to daily practice field usage, the field will be utilized by CYO for practice and weekend games. McGill-Toolen wishes to incorporate the new ball fields into the Lipscomb Athletic Complex Master Plan which requires a major Master Plan modification. The property sits in a suburban center which calls for mixed use development. The proposed project serves the school community as a recreational and athletic facility for outdoor activities.

MIXED COMMERCIAL CORRIDOR

Future Land Use Map (FLUM) Designation

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

The surrounding properties are community related neighborhoods consisting of athletic ball fields, religious centers, business park and apartment rentals. The proposed project provides an athletic field for the school that already exists in the community sector.

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

The proposed project will be designed per City of Mobile codes and regulations and will not impact any future improvements of adjacent properties.

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

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

☒ Yes ☐ No

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

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

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

6. Please provide the following information:

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

973 Square Foot/Restroom/Concession Stand.

Building height to Ridge 22 feet tall

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

Tree row along Marion Beckham Road.

Wetlands with trees along south property end.

- ☐ Lighting:

No field light on this proposed projects.

Security lights at building

- ☐ Hours of operation:

Daytime Hours Only (Dawn to Dusk)

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

The proposed project will have shared parking with the Lipscomb Athletic Complex.

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 fields will NOT have noxious or offensive emissions that will be detrimental to the health of the public. The only

potential public nuisance will be noise from the players and public attending games and practice.

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.

McGill-Toolen is a parochial school and serves as an educational center for the youth of the community within the Mobile

community. The new fields will allow the school to host athletic events and host other schools in the community which will benefit

students throughout the City of Mobile.

Application Submission Contact Information

Name of Project Lipscomb Athletic Complex Master Plan Modification

Address 3720 Michael BLVD, Mobile, AL 36609

Owner McGill - Toolen Catholic High School

Address 1501 Old Shell Road, Mobile, Alabama

Zip Code 36604

Phone 251-461-2130

Fax _____

Email wilsoncl@mcgill-toolen.org

Authorized Agent Eric Adams, PE

Address 3901 Springhill Ave, Mobile, AL

Zip Code 36608

Phone 251-344-7073

Fax _____

Email eadams@cglengineers.com

Contractor TBD

Address _____

Zip Code _____

Phone _____

Fax _____

Email _____

Civil Engineer Eric Adams, PE

Address 3901 Springhill Avenue, Mobile, AL

Zip Code 36608

Phone 251-344-7073

Fax _____

Email eadams@cglengineers.com

Architect Marty Reid

Address 3901 Springhill Ave, Mobile, AL

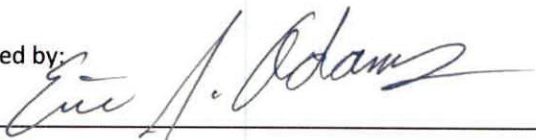
Zip Code 36608

Phone 251-344-7073

Fax _____

Email mreid@cglengineers.com

Submitted by:



Eric J. Adams

Signature

Print

3/17/2025

Representative

Date

Affiliation to project/Organization



March 13, 2025

City of Mobile Planning and Zoning
205 Government Street
3rd Floor, South Tower
Mobile, AL 36602

Re: McGill-Toolen PUD Modifications/Planning Approval/Sidewalk Waiver

We, McGill-Toolen Catholic High School, authorize Eric J. Adams, PE, Charles D. Tisher, JR. PE, and Clark, Geer, Latham & Associates to act as agents in regard to applications for the proposed PUD Modifications and Planning Approval for the New Ball Fields in conjunction with Lipscomb Athletic Complex.

Sincerely,

Reverend Bry Shields
President
McGill-Toolen High School



T. E. Latham, P.E., President
T. B. Clark, P.E., Exec. V. Pres.
E. J. Adams, P.E., V. Pres.
L. G. Snapp, AIA, LEED AP, V. Pres.,
K. S. Bowman, Dir

J. M. Clark, P.E., (1931 - 2016)
V. R. Geer, Jr., P.E. (1916 - 1994)

D. S. Carrier, P.L.S.
D. A. Benton, P.E.
C. D. Tisher Jr., P.E.
M. E. Reid, AIA
L. S. Rice, RA

McGill-Toolen wishes to incorporate new ball fields into the Lipscomb Athletic Complex Master Plan which requires a major PLA modification. McGill-Toolen proposes expanding the Lipscomb Athletic Complex with additional sport practice fields for its students. In addition to daily practice field usage, the field will be utilized by CYO for practice and weekend games and will have shared parking with the Lipscomb Athletic Complex. Practice and games that will be conducted on the new fields will not be taking place during the the official high school football games that will be played at Lipscomb Field, and will not affect the parking for either event. The property sits in a suburban center which calls for mixed use development. The proposed project serves the school community as a recreational and athletic facility for outdoor activities.

The proposed project will be designed per City of Mobile codes and regulations and will not impact any future improvements of adjacent properties nor require a zoning change.

CITY OF MOBILE
205 GOVERNMENT ST
MOBILE, AL 36602

CITYHOPE CHURCH AN ALABAMA
RELIGIOUS NON-PROFIT CORPORATION
4693 AIRPORT BLVD
MOBILE, AL 36608

OMNI JOINT VENTURE AN ALABAMA
GENERAL PARTNERSHIP
3742 PROFESSIONAL PKWY
MOBILE, AL 36609

SPAFFORD GORDON L
20933 COUNTY RD 49
SILVERHILL, AL 36576

FIRST ASSEMBLY OF GOD OF
1251 MONTROSE ST
MOBILE, AL 36605

MCGILL-TOOLEN CATHOLIC HIGH
SCHOOL C/O LISA B HANSEN GENERAL
COUNSE
356 GOVERNMENT ST
MOBILE, AL 36602

CITYHOPE CHURCH AN ALABAMA
RELIGIOUS NON-PROFIT CORPORATION
4693 AIRPORT BLVD
MOBILE, AL 36608

MCGILL-TOOLEN CATHOLIC HIGH
SCHOOL
1501 OLD SHELL RD
MOBILE, AL 36604

CITY OF MOBILE OFFICE OF CITY CLERK
PO BOX 1827
MOBILE, AL 36633

MOBILE CITY OF THE
P O BOX 1827
MOBILE, AL 36633

GULF HEALTH PROPERTIES INC
P O BOX 2226
MOBILE, AL 36652

CITY OF MOBILE OFFICE OF CITY CLERK
PO BOX 1827
MOBILE, AL 36633

CRUM CHANTEL M
3650 N HERITAGE DR
MOBILE, AL 36609

A & D PROPERTIES LLC
8781 THREE NOTCH RD
MOBILE, AL 36619

BUI HIEP VAN AND LINDA LA
REVOCABLE TRUST
13212 BOWEN ST
GARDEN GROVE, CA 92843

KING EMANUEL JR
3901 HIGGINS RD
MOBILE, AL 36619

DEMINGS WILLIE G
3628 HERITAGE DR N
MOBILE, AL 36609

THOMAS CHESTER
3622 HERITAGE DR N
MOBILE, AL 36609

LEE TRACY E
3618 HERITAGE DR N
MOBILE, AL 36609

BUTLER DENNIS J JR & SANDRETTA M
3620 HERITAGE DR N
MOBILE, AL 36609

NGUYEN LAN PHUONG
6063 SOUTHBEND DR S
MOBILE, AL 36619

MCGEE CHERYL E
3656 HERITAGE DR N
MOBILE, AL 36609

GIBBS ANGLEA
3750 HERITAGE DR N
MOBILE, AL 36609

ANDERSON KENNETH W & REBECCA S
ANDERSON
3614 HERITAGE DR N
MOBILE, AL 36609

KAMMER ANDREW
3752 HERITAGE DR N
MOBILE, AL 36609

JWO INVESTMENTS LLC
3755 PROFESSIONAL PKWY STE B
MOBILE, AL 36609

GRAYSON REESE & AMANDA GRAYSON
3612 HERITAGE DR N
MOBILE, AL 36609

MARSHALL KEYSHA R & JIMMIE
3754 HERITAGE DR N
MOBILE, AL 36609

BARDOS EFREN B
3610 HERITAGE DR NORTH
MOBILE, AL 36609

CRESCENT PROPERTIES LLC
7691 ROCKSTONE LN S
MOBILE, AL 36695



Agenda Item # 13

MOD-003287-2025, MOD-003280-2025, & SUB-SW-003279-2025

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

[Applicant Materials for Consideration – Planning Approval Modification](#)

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

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

DETAILS

Location:

3720 Michael Boulevard

Applicant / Agent:

Rev. Bry Shields, McGill-Toolen Catholic High School
(Eric J. Adams, P.E., Clark, Geer, Latham &
Associates, Inc., Agent)

Property Owner:

McGill-Toolen Catholic High School

Current Zoning:

B-1, Buffer Business Suburban District

Future Land Use:

Mixed Commercial Corridor

Applicable Codes, Policies, and Plans:

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

Schedule for Development:

- Not provided

Proposal:

- Modification of a previously approved Planning Approval
- Modification of a previously approved Planned Unit Development
- Waive construction of sidewalks along Michael Boulevard and Marion Beckham Drive.

Considerations:

1. Modification of a previously approved Planned Unit Development with six (6) conditions;
2. Modification of a previously approved Planning Approval with six (6) conditions; and
3. Sidewalk Waiver request along Marion Beckham Drive.

Report Contents:

	Page
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Modification Considerations	6
Sidewalk Waiver Considerations	7
Exhibits	9

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial and residential units.

APPLICATION NUMBER	13	DATE	April 17, 2025	N  NTS
APPLICANT	Rev. Bry Shields, McGill-Toolen Catholic High School			
REQUEST	PA Modification, PUD Modification, Sidewalk Waiver			

SITE HISTORY

In 1994, a Planning Approval and PUD were approved for the Western portion of the subject site to allow the addition of day care services to an existing community services facility (YMCA) and to allow multiple buildings on a single building site. The Planning Approval was amended in 2000, and modifications to the PUD occurred in 1994, 1998, and 2000.

Rezoning of the Western portion of the subject site from R-1, Single-Family Residential District, to B-1, Buffer Business District, was adopted by City Council at its November 29, 1994 meeting, subject to approval of a Planned Unit Development (PUD) and compliance with the residential buffer requirements of the Zoning Ordinance.

The Eastern portion of the subject site was before the Planning Commission in June 2007, as part of a one (1) lot Subdivision application, McGill-Toolen Athletic Complex Subdivision, which was recorded in Probate Court. The site also was the subject of Planning Approval and Planned Unit Development applications at the same meeting, which were then amended in February 2008 to allow the development of the existing sports complex. In August 2008, a sidewalk waiver was granted, which waived the construction of a sidewalk along Michael Boulevard.

Subdivision of the Western portion of the subject site to create a single legal lot of record was approved in 1998 and the plat was recorded in 1999. In 2003, subdivision of the lot into three (3) legal lots of record, to include vacated right-of-way along Downtowner Boulevard, was approved and the plat was subsequently recorded in Probate Court. Most recently, the Western portion of the subject site was part of a two (2) lot Subdivision, McGill-Toolen Athletic Complex West Subdivision approved by the Planning Commission at its October 5, 2023 meeting, which has been recorded in Probate Court.

The 2023 Subdivision application also had Major Modifications to the Planned Unit Development and Planning Approval to remove the Western portion of the subject site from the associated PUD and PAs.

A Sidewalk Waiver was approved in 1999 to waive construction of a sidewalk along what is now named Marion Beckham Drive, from Michael Boulevard to Matthews Park.

There have been no Board of Adjustment cases associated with the site.

STAFF COMMENTS

Engineering Comments:

Planning Approval Modification (MOD-003287-2025)

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of

Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.

4. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
5. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
6. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
7. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Planned Unit Development Modification (MOD-003280-2025)

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

Sidewalk Waiver

1. MICHAEL BLVD. - Due to the size of the existing roadside drainage ditch and adjacent wetlands it is recommended that this request be approved.
2. MARION BECKHAM DR. - Due to the size of the existing roadside drainage ditch and adjacent wetlands it is recommended that this request be approved for the first 300 feet from Michael Blvd. The remainder of Marion Beckham Dr. (approximately 800 feet) can support a sidewalk on the west side of the roadside drainage ditch.

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

Planning Approval and Planned Unit Development Modifications

Lot 1 of the McGill-Toolen Athletic Complex Subdivision, located on the East side of Marion Beckham Drive, is currently developed with a baseball field, a football field, and associated buildings and parking. Lot 1 of the McGill-Toolen Athletic Complex West Subdivision, located on the West side of Marion Beckham Drive, is currently vacant.

Detailed descriptions of both requests are available at via the links on page 1 of this report.

The site plan submitted depicts three (3) football/soccer fields, one (1) baseball/softball field, and a proposed concession stand. The applicant states that the two (2) lots will both utilize the existing parking on the East portion of the development, which has 914 parking spaces available. It should be noted that the site plan also references off-site parking available at the nearby Matthews Park and YMCA properties. However, as those properties are not included in the current applications, that information should be removed from the site plan, if approved.

There is a note on the site plan stating that "cans will be supplied for city pickup." However, the City does not provide pickup services for commercial developments outside of the downtown area. Furthermore, there is an existing dumpster on the sports complex site. As such, the site plan should be revised to correctly state that trash service for the site will be addressed via dumpster(s).

It should be noted that as the project will result in the Western portion of the site being developed for the first time, the site will be required to fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC).

It should be noted that future development or redevelopment of either lot may require additional modifications of the Planning Approval and PUD to be approved by the Planning Commission and City Council. A note stating as much should be placed on the recorded site plans, if approved.

Sidewalk Waiver

The site is currently undeveloped. Development of the site necessitates full compliance with the UDC standards which includes the provision of sidewalks along all street frontages. The Eastern part of the site was granted a sidewalk waiver in 2008 to waive construction of a sidewalk along Michael Boulevard. A sidewalk was built along Marion Beckham Drive.

As justification for the waiver the applicant states the following:

McGill Toolen is requesting a sidewalk waiver for this property due to the existing open ditches along Michael Boulevard and Marion Beckham Drive that is directly adjacent to the property line. Specifically, Michael Boulevard has an open ditch encompassing the right-of-way between the property line and roadway. The open ditches intersect at Michael and Marion Beckham and drains into an open culvert flowing under Marion Beckham, this does not allow for pedestrians to cross the intersection. Also, the open ditch along Marion Beckham will not allow pedestrians to cross Marion Beckham for over 720 feet. McGill-Toolen has an existing sidewalk along the east side of Marion Beckham to facilitate this property and Lipscomb Athletic Complex.

PLANNING APPROVAL / PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in Section 64-5-8-B.(5) states the following concerning Planned Unit Development / Planning Approval 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 for the Modified Planning Approval / Planned Unit Development, the following Findings of Fact must apply:

- 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:
 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. 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 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.

If approved, the following conditions could apply:

1. Removal of references to off-site parking at the YMCA and Matthews Park;
2. Revision of the site plan to remove the note stating "cans will be supplied for city pick up", and replace it with "site will be serviced by the existing dumpster(s) available on site";
3. Placement of a note on the site plan that the site will fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC);
4. Retention of a note on the Final Planning Approval and PUD site plans stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development and Planning Approval site plans prior to their recording in Probate Court, and the provision of copies of the recorded site plans (.pdf) to Planning and Zoning; and,
6. Full compliance with all municipal codes and ordinances.

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 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.

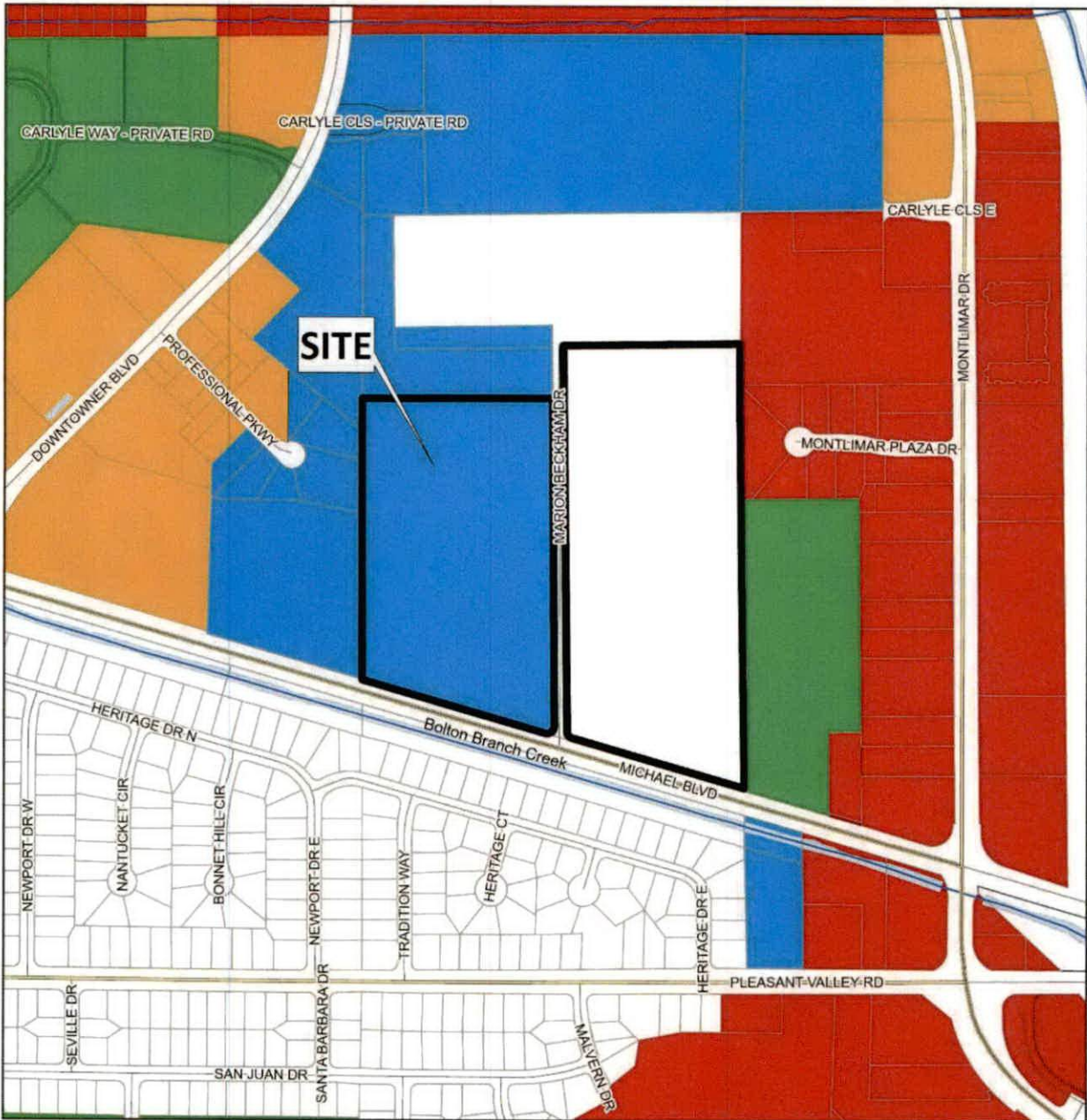
Considerations:

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;
2. The existing infrastructure in the area, such as adequate room for construction of a sidewalk, as well as connectivity to existing sidewalks and future sidewalks; and
3. Engineering comments, which indicate that there is sufficient room within the ROW, or within the property, for the construction of a sidewalk that could be permitted through the Land Disturbance/ROW Permit process.

8

LOCATOR ZONING MAP



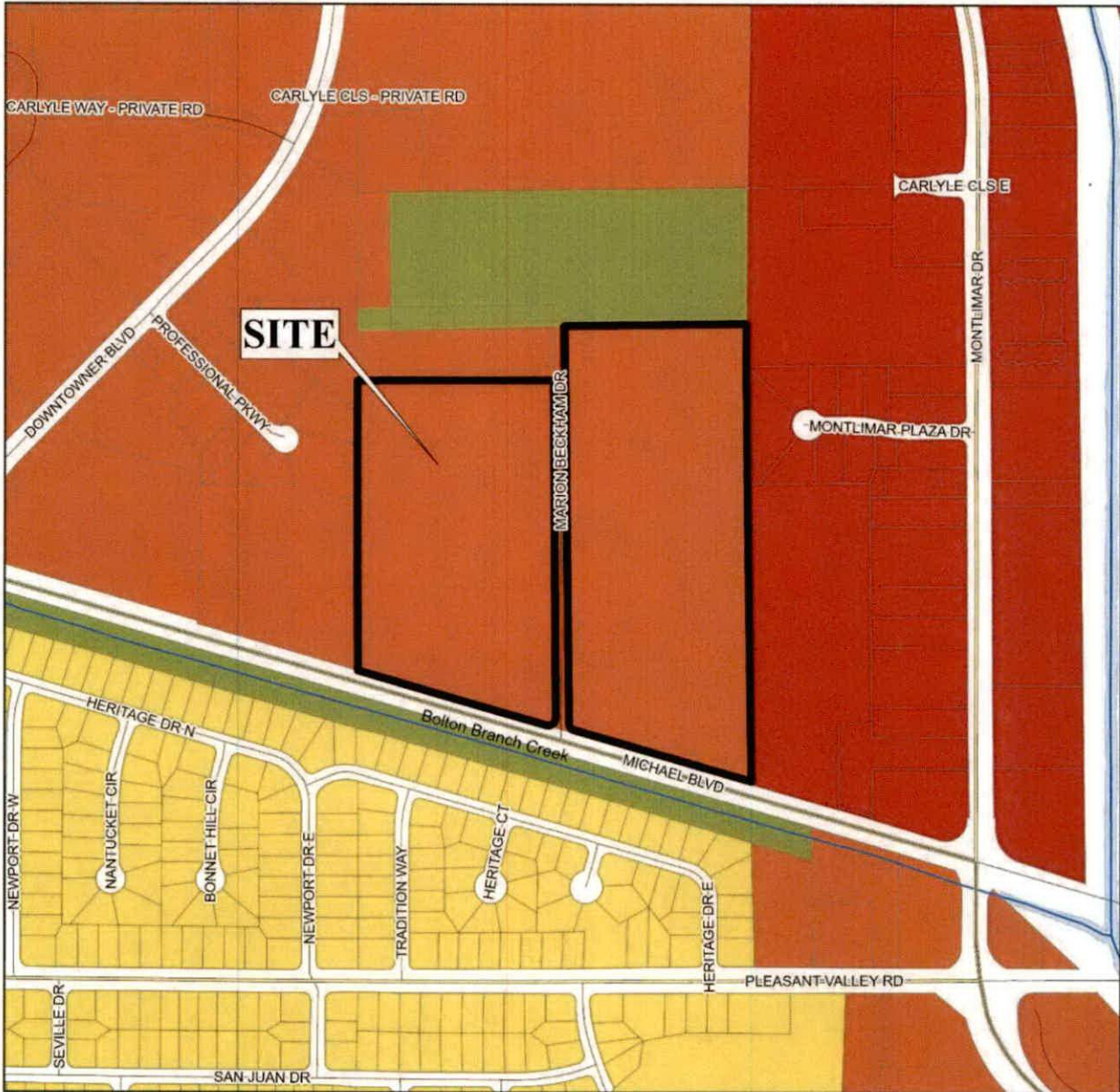
APPLICATION NUMBER 13 DATE April 17, 2025

APPLICANT Rev. Bry Shields, McGill-Toolen Catholic High School

REQUEST PA Modification, PUD Modification, Sidewalk Waiver



FLUM LOCATOR MAP



APPLICATION NUMBER 13 DATE April 17, 2025

APPLICANT Rev. Bry Shields, McGill-Toolen Catholic High School

REQUEST PA Modification, PUD Modification, Sidewalk Waiver

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



[illegible]

APPLICATION NUMBER 13 DATE April 17, 2025

APPLICANT Rev. Bry Shields, McGill-Toolen Catholic High School

REQUEST PA Modification, PUD Modification, Sidewalk Waiver

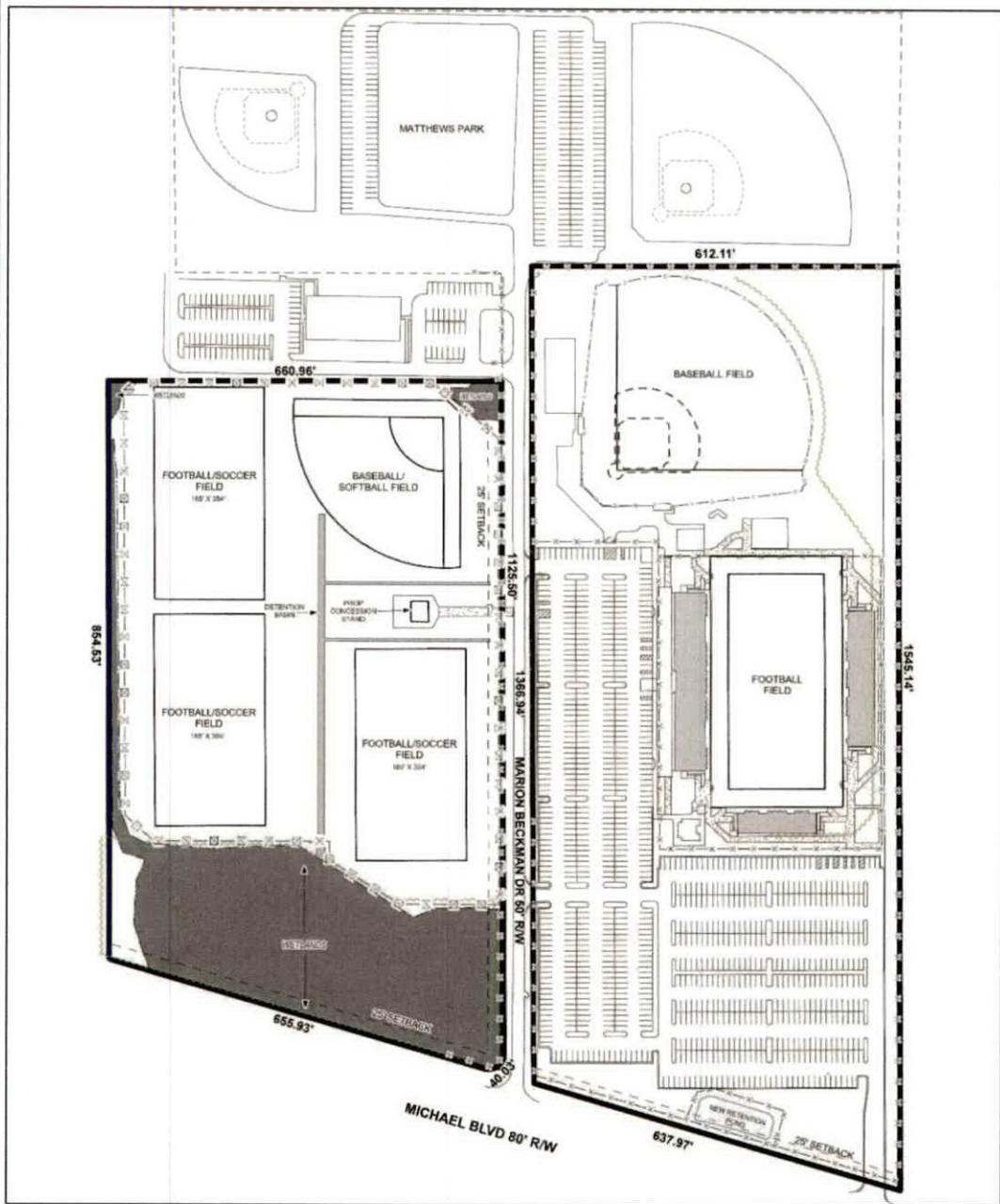
 R-A
  R-3
  B-1
  B-2
  B-5
  ML
  I-2
  OPEN
  T-3
  T-5.2

 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

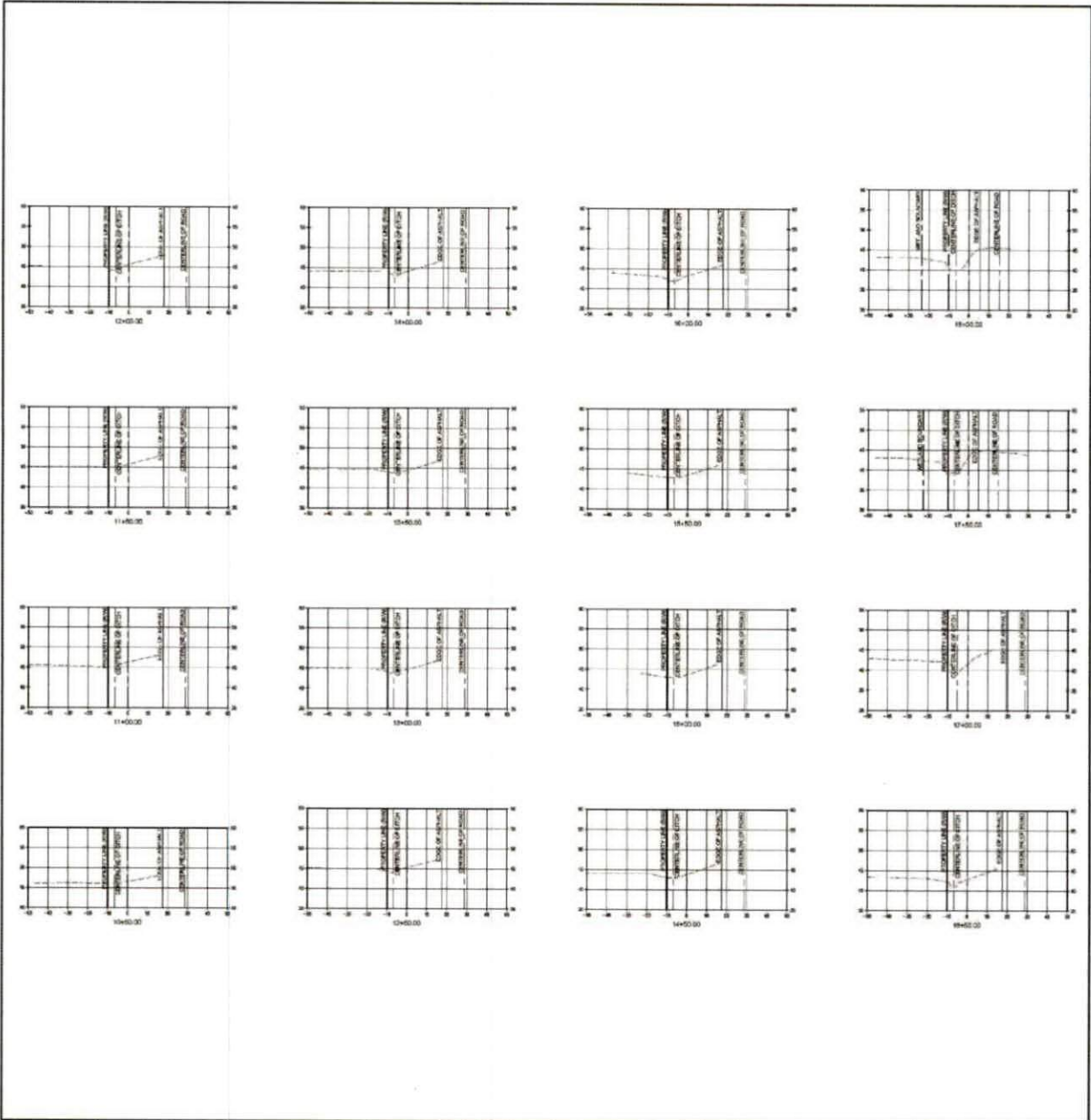


The site plan illustrates the existing wetlands, drives, parking, and proposed recreational facilities.

APPLICATION NUMBER	13	DATE	April 17, 2025
APPLICANT	Rev. Bry Shields, McGill-Toolen Catholic High School		
REQUEST	PA Modification, PUD Modification, Sidewalk Waiver		



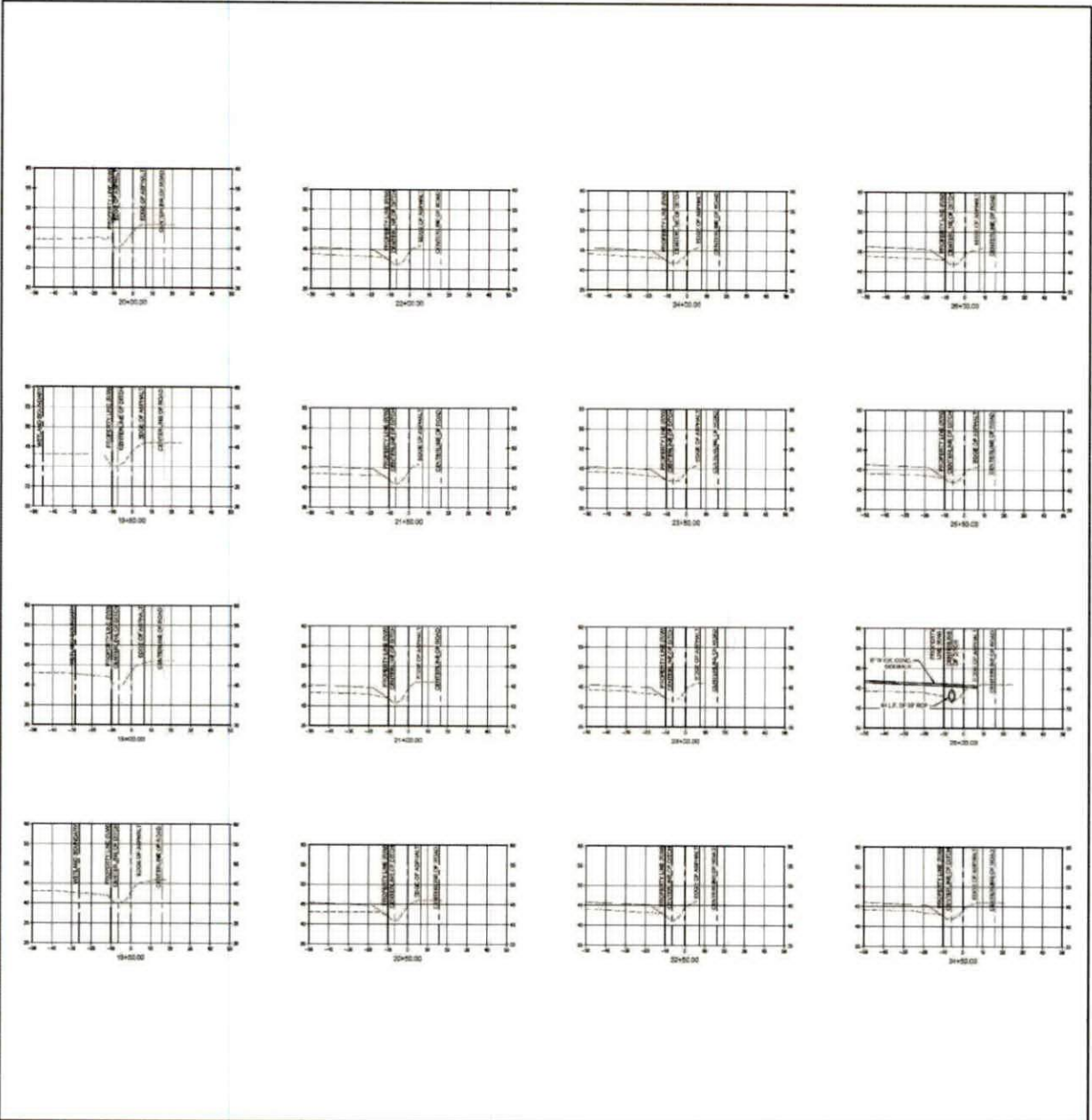
DETAIL SITE PLAN



APPLICATION NUMBER 13 DATE April 17, 2025
 APPLICANT Rev. Bry Shields, McGill-Toolen Catholic High School
 REQUEST PA Modification, PUD Modification, Sidewalk Waiver



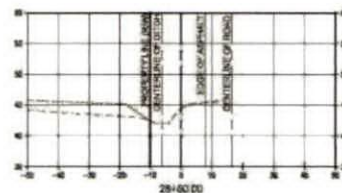
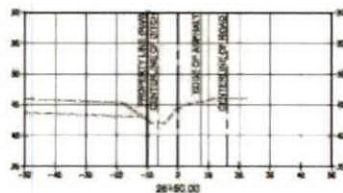
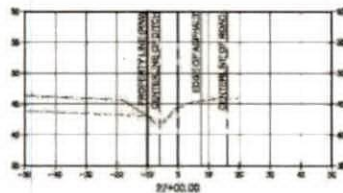
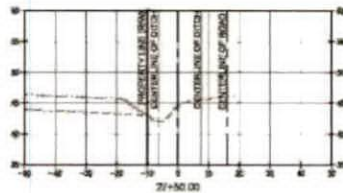
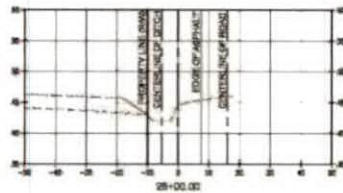
DETAIL SITE PLAN



APPLICATION NUMBER 13 DATE April 17, 2025
 APPLICANT Rev. Bry Shields, McGill-Toolen Catholic High School
 REQUEST PA Modification, PUD Modification, Sidewalk Waiver



DETAIL SITE PLAN



APPLICATION NUMBER 13 DATE April 17, 2025
 APPLICANT Rev. Bry Shields, McGill-Toolen Catholic High School
 REQUEST PA Modification, PUD Modification, Sidewalk Waiver



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 (WDW/RU)	
RESIDENTIAL - AG	R-A												☐			
ONE-FAMILY RESIDENCE	R-1	☒				☒		☒					☐			
TWO-FAMILY RESIDENCE	R-2	☒				☒		☒					☐	☐		
MULTIPLE-FAMILY	R-3	☐	☒			☒	☒						☐	☐		
RESIDENTIAL-BUSINESS	R-B		☐			☒		☒					☐	☐		
TRANSITIONAL-BUSINESS	T-B		☐		☒	☒	☒	☒					☐			
HISTORIC BUSINESS	H-B			☒		☒		☒					☐			
VILLAGE CENTER	TCD					☒	☒						☐			
NEIGH. CENTER	TCD					☒	☒						☐			
NEIGH. GENERAL	TCD					☒							☐			
DOWNTOWN DEV. DDD	T-6			☒									☐			
DOWNTOWN DEV. DDD	T-5.1			☒		☒		☐					☐			
DOWNTOWN DEV. DDD	T-5.2			☒		☒							☐			
DOWNTOWN DEV. DDD	T-4			☒		☒		☐					☐			
DOWNTOWN DEV. DDD	T-3			☒		☒							☐			
DOWNTOWN DEV. DDD	SD-WH									☐	☐		☐			
DOWNTOWN DEV. DD	SD	☐	☐	☐	☐	☐	☐	☐		☐	☐		☐			
BUFFER BUSINESS	B-1		☐			☐	☒	☒	☒				☐	☐		
NEIGH. BUSINESS	B-2		☐			☐	☒	☒	☒				☐	☐		
LIMITED BUSINESS	LB-2		☐			☐	☒	☒	☒				☐	☐		
COMMUNITY BUSINESS	B-3				☒				☒			☐	☐	☐		
GEN. BUSINESS	B-4			☒					☒			☐	☐	☐		
OFFICE-DISTRIBUTION	B-5								☒	☒			☐	☐		
LIGHT INDUSTRY	I-1									☒			☐	☐	☐	
HEAVY INDUSTRY	I-2										☒		☐			

Zoning District Correspondence Matrix

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

MIXED COMMERCIAL CORRIDOR (MCC)

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

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

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

RESOLUTION

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

Adopted:

City Clerk

Notice of Public Hearing for the Proposed Modification of a
Previously Approved Planned Unit Development for Property
Located at 3610 and 3720 Michael Boulevard

Pursuant to Resolution of the Mobile, Alabama City Council adopted **August 5, 2025**, a public hearing will be held on the **9th** day of **September**, 2025, at 10:30 a.m., to consider adoption of an ordinance for the modification of a previously approved Planned Unit Development to allow the expansion of an existing stadium complex with multiple buildings on a single building site for the property located at 3610 and 3720 Michael 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 was approved on February 21, 2008, to allow the expansion of an existing stadium complex with multiple buildings on a single building site located at 3610 and 3720 Michael Boulevard and described as follows:

FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA, RUN THENCE NORTH 89°36' EAST, 1322.92 FEET; THENCE RUN SOUTH 00°32' EAST, 460 FEET TO THE POINT-OF-BEGINNING; THENCE CONTINUE SOUTH 00°32' EAST, 1545.17 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF MICHAEL BOULEVARD; THENCE RUN NORTH 74°09'49" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 637.97 FEET TO A POINT WHERE THE NORTH RIGHT-OF-WAY LINE OF MICHAEL BOULEVARD INTERSECTS THE EAST LINE OF MATTHEWS PARK ENTRANCE ROAD; THENCE RUN NORTH 00°32' WEST, ALONG SAID EAST LINE, 1366.94 FEET; THENCE RUN NORTH 89°36'48" EAST, 612.11 FEET TO THE POINT-OF-BEGINNING. TRACT CONTAINS 20.43 ACRES, MORE OR LESS.

ALSO,

LOT 1, MCGILL-TOOLEN ATHLETIC COMPLEX WEST, AS RECORDED ON INSTRUMENT # 2023070883, PROBATE RECORDS, MOBILE COUNTY, ALABAMA.

WHEREAS, the owner of said property applied for a Major Modification of the Planned Unit Development on March 17, 2025, to allow the expansion of an existing stadium complex with multiple buildings on a single building site.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on April 17, 2025, and recommended approval of the Major Modification of the Planned Unit Development (PUD) subject to the following conditions:

1. Removal of references to off-site parking at the YMCA and Matthews Park;

2. Revision of the site plan to remove the note stating “cans will be supplied for city pick up”, and replace it with “site will be serviced by the existing dumpster(s) available on site”;
3. Placement of a note on the site plan that the site will fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC);
4. Retention of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
6. 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. Having considered the applicable factors, 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. 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 modification of the Planning Approval is hereby approved with the following required conditions:

1. Removal of references to off-site parking at the YMCA and Matthews Park;
2. Revision of the site plan to remove the note stating “cans will be supplied for city pick up”, and replace it with “site will be serviced by the existing dumpster(s) available on site”;
3. Placement of a note on the site plan that the site will fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC);
4. Retention of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
6. 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 9th day of September, 2025, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 13th day of August, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **3610 and 3720 Michael Boulevard**.

The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on February 21, 2008. The owner of said property has applied for a Major Modification of the **PUD to allow the expansion of an existing stadium complex with multiple buildings on a single building site**. If approved, the Major Modification will allow the expansion of an existing stadium complex with multiple buildings on a single building site, subject to the following proposed conditions: 1. Removal of references to off-site parking at the YMCA and Matthews Park; 2. Revision of the site plan to remove the note stating "cans will be supplied for city pick up", and replace it with "site will be serviced by the existing dumpster(s) available on site"; 3. Placement of a note on the site plan that the site will fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC); 4. Retention of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council; 5. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and, 6. 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 was approved on February 21, 2008, to allow the expansion of an existing stadium complex with multiple buildings on a single building site located at 3610 and 3720 Michael Boulevard and described as follows:

FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA, RUN THENCE NORTH 89°36' EAST, 1322.92 FEET; THENCE RUN SOUTH 00°32' EAST, 460 FEET TO THE POINT-OF-BEGINNING; THENCE CONTINUE SOUTH 00°32' EAST, 1545.17 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF MICHAEL BOULEVARD; THENCE RUN NORTH 74°09'49" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 637.97 FEET TO A POINT WHERE THE NORTH RIGHT-OF-WAY LINE OF MICHAEL BOULEVARD INTERSECTS THE EAST LINE OF MATTHEWS PARK ENTRANCE ROAD; THENCE RUN NORTH 00°32' WEST, ALONG SAID EAST LINE, 1366.94 FEET; THENCE RUN NORTH 89°36'48" EAST, 612.11 FEET TO THE POINT-OF-BEGINNING. TRACT CONTAINS 20.43 ACRES, MORE OR LESS.

ALSO,

LOT 1, MCGILL-TOOLEN ATHLETIC COMPLEX WEST, AS RECORDED ON INSTRUMENT # 2023070883, PROBATE RECORDS, MOBILE COUNTY, ALABAMA.

WHEREAS, the owner of said property applied for a Major Modification of the Planned Unit Development on March 17, 2025, to allow the expansion of an existing stadium complex with multiple buildings on a single building site.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on April 17, 2025, and recommended approval of the Major Modification of the Planned Unit Development (PUD) subject to the following conditions:

1. Removal of references to off-site parking at the YMCA and Matthews Park;
2. Revision of the site plan to remove the note stating "cans will be supplied for city pick up", and replace it with "site will be serviced by the existing dumpster(s) available on site";
3. Placement of a note on the site plan that the site will fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC);
4. Retention of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
6. 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. Having considered the applicable factors, 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. 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 modification of the Planning Approval is hereby approved with the following required conditions:

- 1. Removal of references to off-site parking at the YMCA and Matthews Park;
- 2. Revision of the site plan to remove the note stating "cans will be supplied for city pick up", and replace it with "site will be serviced by the existing dumpster(s) available on site";
- 3. Placement of a note on the site plan that the site will fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC);
- 4. Retention of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
- 5. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
- 6. 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

Rev. Bry Shields, McGill-Toolen Catholic High School (Eric J. Adams, P.E., Clark, Geer,
Latham & Associates, Inc., Agent)
3610 and 3720 Michael Boulevard
Council District 5
Joel Daves



THE CITY OF MOBILE, AL
Planning & Zoning Department

MOBILE CITY PLANNING COMMISSION

July 29, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

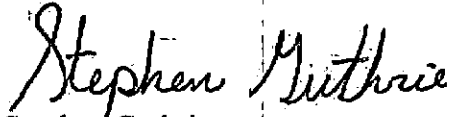
The Mobile City Planning Commission at its meeting on April 17, 2025, considered the request of Rev. Bry Shields, McGill-Toolen Catholic High School (Eric J. Adams, P.E., Clark, Geer, Latham & Associates, Inc., Agent), for a Major Modification of a previously approved Planned Unit Development (PUD) to allow the expansion of an existing stadium complex with multiple buildings on a single building site, for the property located at 3610 and 3720 Michael Boulevard.

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

1. Removal of references to off-site parking at the YMCA and Matthews Park;
2. Revision of the site plan to remove the note stating "cans will be supplied for city pick up", and replace it with "site will be serviced by the existing dumpster(s) available on site";
3. Placement of a note on the site plan that the site will fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC);
4. Retention of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
6. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

A handwritten signature in cursive script that reads "Stephen Guthrie".

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

*****AMENDED*****

LETTER OF DECISION

June 27, 2025

Eric J. Adams
Clark, Geer, Latham & Associates, Inc.
3901 Springhill Avenue
Mobile, Alabama 36608

Re: 3720 Michael Boulevard
MOD-003280-2025
Rev. Bry Shields, McGill-Toolen Catholic High School (Eric J. Adams, P.E., Clark, Geer, Latham & Associates, Inc. Agent)
District 5
Major Modification of a previously approved Planned Unit Development allowing the expansion of an existing stadium complex with multiple buildings on a single building site.

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

At its meeting on April 17, 2025, the Planning Commission considered the above referenced application.

After discussion the Planning Commission determined the following Findings of Fact to support modification of the previously approved Planned Unit Development:

- 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. Having considered the applicable factors, 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.

As such, the Planning Commission voted to recommend approval of the Major Planned Unit Development Modification to the City Council, subject to the following conditions:

June 27, 2025

1. Removal of references to off-site parking at the YMCA and Matthews Park;
2. Revision of the site plan to remove the note stating, "cans will be supplied for city pick up", and replace it with "site will be serviced by the existing dumpster(s) available on site";
3. Placement of a note on the site plan that the site will fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC);
4. Retention of a note on the Final Planned Unit Development (PUD) site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
6. Full compliance with all municipal codes and ordinances.

The advertising fee for this application, based on the current legal description, is **\$477.66**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

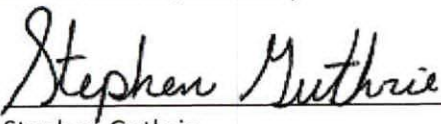
Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org)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

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By: 
Stephen Guthrie
Deputy Director of Planning and Zoning

3610 & 3720 Michael Boulevard

LIPSCOMB ATHLETIC COMPLEX (3610 Michael Boulevard)

LEGAL DESCRIPTION:

FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA, RUN THENCE NORTH 89°36' EAST, 1322.92 FEET; THENCE RUN SOUTH 00°32' EAST, 460 FEET TO THE POINT-OF-BEGINNING: THENCE CONTINUE SOUTH 00°32' EAST, 1545.17 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF MICHAEL BOULEVARD; THENCE RUN NORTH 74°09'49" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 637.97 FEET TO A POINT WHERE THE NORTH RIGHT-OF-WAY LINE OF MICHAEL BOULEVARD INTERSECTS THE EAST LINE OF MATTHEWS PARK ENTRANCE ROAD; THENCE RUN NORTH 00°32' WEST, ALONG SAID EAST LINE, 133.94 FEET; THENCE RUN NORTH 89°36'48" EAST, 612.11 FEET TO THE POINT-OF-BEGINNING. TRACT CONTAINS 20.43 ACRES, MORE OR LESS.

NEW BALL FIELDS (3720 Michael Boulevard)

LEGAL DESCRIPTION:

LOT 3, RESUBDIVISION OF AND ADDITION TO LOT A, HEARIN-CHANDLER YMCA AND LOT 1, LAFAYETTE SQUARE EAST, AS RECORDED IN MAP BOOK 101 PAGE 17, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

3610 & 3720 Michael Boulevard

LIPSCOMB ATHLETIC COMPLEX (3610 Michael Boulevard)

LEGAL DESCRIPTION:

FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA, RUN THENCE NORTH 89°36' EAST, 1322.92 FEET; THENCE RUN SOUTH 00°32' EAST, 460 FEET TO THE POINT-OF-BEGINNING: THENCE CONTINUE SOUTH 00°32' EAST, 1545.17 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF MICHAEL BOULEVARD; THENCE RUN NORTH 74°09'49" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 637.97 FEET TO A POINT WHERE THE NORTH RIGHT-OF-WAY LINE OF MICHAEL BOULEVARD INTERSECTS THE EAST LINE OF MATTHEWS PARK ENTRANCE ROAD; THENCE RUN NORTH 00°32' WEST, ALONG SAID EAST LINE, 133.94 FEET; THENCE RUN NORTH 89°36'48" EAST, 612.11 FEET TO THE POINT-OF-BEGINNING. TRACT CONTAINS 20.43 ACRES, MORE OR LESS.

NEW BALL FIELDS (3720 Michael Boulevard)

LEGAL DESCRIPTION:

LOT 1, MCGILL-TOOLEN ATHLETIC COMPLEX WEST, AS RECORDED ON INSTRUMENT # 2023070883, PROBATE RECORDS, MOBILE COUNTY, ALABAMA.

PUD

Revised 6/26/23

Legal Description Page 61 of 944



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

April 21, 2025

Eric J. Adams
Clark, Geer, Latham & Associates, Inc.
3901 Springhill Avenue
Mobile, Alabama 36608

Re: 3720 Michael Boulevard
MOD-003280-2025
Rev. Bry Shields, McGill-Toolen Catholic High School (Eric J. Adama, P.E., Clark, Geer, Latham & Associates, Inc. Agent)
District 5
Major Modification of a previously approved Planned Unit Development allowing the expansion of an existing stadium complex with multiple buildings on a single building site.

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

At its meeting on April 17, 2025, the Planning Commission considered the above referenced application.

After discussion the Planning Commission determined the following Findings of Fact to support modification of the previously approved Planned Unit Development:

- 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. Having considered the applicable factors, 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.

As such, the Planning Commission voted to recommend approval of the Major Planned Unit Development Modification to the City Council, subject to the following conditions:

April 21, 2025

1. Removal of references to off-site parking at the YMCA and Matthews Park;
2. Revision of the site plan to remove the note stating, "cans will be supplied for city pick up", and replace it with "site will be serviced by the existing dumpster(s) available on site";
3. Placement of a note on the site plan that the site will fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC);
4. Retention of a note on the Final Planned Unit Development (PUD) site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
6. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description. **Please submit the current legal description of each property associated with the request, to the Planning and Zoning Department to obtain the advertising fee.** Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

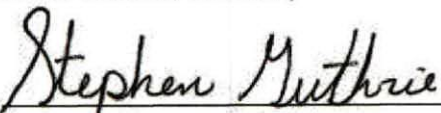
Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org)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

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By: 

Stephen Guthrie

Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION

March 28, 2025

PUBLIC HEARING NOTICE



Re: 3720 Michael Boulevard

MOD-003280-2025

Rev. Bry Shields, McGill-Toolen Catholic High School (Eric J. Adams, P.E., Clark, Geer, Latham & Associates, Inc., Agent)

District 5

Major Modification of a previously approved Planned Unit Development allowing the expansion of an existing stadium complex with multiple buildings on a single building site.

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, April 17, 2025, 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, April 16, 2025, 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.



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:	Eric J. Adams	Eric J. Adams
Firm:	Clark, Geer, Latham & Associates, Inc.	Clark, Geer, Latham & Associates, Inc.
Phone:	251-344-7073	251-344-7073
Email:	eadams@cglenginers.com	eadams@cglenginers.com
Address:	3901 Springhill Ave, Mobile, AL 36608	3901 Springhill Ave, Mobile, AL 36608

	Owner	Design Professional
Name:	Rev. Bry Shields	Eric J. Adams
Firm:	McGill Toolen Catholic High School	Clark, Geer, Latham & Associates, Inc.
Phone:	251-432-0784	251-344-7073
Email:	shieldsb@mcgill-toolen.org	eadams@cglenginers.com
Address:	1501 Old Shell Road, Mobile, AL 36604	3901 Springhill Ave, Mobile, AL 36608

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

3720 Michael BLVD	16.12 Acres
Property Address R02280725300003.000	Property Area (acres or square feet)
Parcel Number(s) or Key Number(s) B-1	N/A
Present Zoning or Transect District	Proposed Zoning or Transect District (if applicable)

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

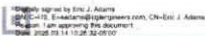
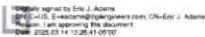
This requirement applies to any of the following applications:

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

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

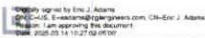
4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information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

Eric J. Adams		March 14, 2025
Owner Signature		Date
Eric J. Adams		March 14, 2025
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.

Eric J. Adams		March 14, 2025
Applicant or Agent Signature		Date

SUPPLEMENTAL DOCUMENTATION

Private or Parochial Schools

The following information is required to evaluate the conditional use application. Please provide all the following information as additional documentation.

SITE PLAN

- Building coverage shall not exceed forty (40) percent of the total lot area.
- N/A □ Not less than two (2) off-street parking spaces per classroom shall be provided for an elementary school, three (3) per classroom for a junior high school and eight (8) per classroom for a senior high school.
- Minimum yard dimensions should be: Front Yard depth, thirty (30) feet; Side Yard width, forty (40) feet; Rear Yard depth, forty (40) feet, provided that each of these dimensions should be increased by one foot for every foot by which the height of the building exceeds thirty-five (35) feet.
- Playgrounds, play fields and other active recreation facilities should not extend into required yards, and no structure for seating spectators at athletic events (except a gymnasium or auditorium completely enclosed within a building) should be located closer than two hundred (200) feet to any residential property line.
- One off-street parking space should be provided for every three (3) spectator seats in any such facility.
- N/A □ Off-street school bus loading spaces should be provided when school buses are to be used.
- Fences or planted buffer strips should be provided as determined by the Board to be necessary for safety purposes or to minimize possible adverse effects upon adjacent property.

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](#).

McGill-Toolen proposes to expand the Lipscomb Athletic Complex with additional sport practice fields for its students. In addition to daily practice field usage, the field will be utilized by CYO for practice and weekend games. McGill-Toolen wishes to incorporate the new ball fields into the Lipscomb Athletic Complex PUD which requires a major PUD modification. The property sits in a suburban center which calls for mixed use development. The proposed project serves the school community as a recreational and athletic facility for outdoor activities.

MIXED COMMERCIAL CORRIDOR

Future Land Use Map (FLUM) Designation

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

The surrounding properties are community related neighborhoods consisting of athletic ball fields, religious centers, business park and apartment rentals. The proposed project provides an athletic field for the school that already exists in the community sector.

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

The proposed project will be designed per City of Mobile codes and regulations and will not impact any future improvements of adjacent properties.

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

6. Please provide the following information:

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

973 Square Foot/Restroom/Concession Stand.

Building height to Ridge 22 feet tall

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

Tree row along Marion Beckham Road.

Wetlands with trees along south property end.

- ☐ Lighting:

No field light on this proposed projects.

Security lights at building

- ☐ Hours of operation:
Daytime Hours Only (Dawn to Dusk)

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

The proposed project will have shared parking with the Lipscomb Athletic Complex.

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 fields will NOT have noxious or offensive emissions that will be detrimental to the health of the public. The only

potential public nuisance will be noise from the players and public attending games and practice.

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.

McGill-Toolen is a parochial school and serves as an educational center for the youth of the community within the Mobile

community. The new fields will allow the school to host athletic events and host other schools in the community which will benefit

students throughout the City of Mobile.

Application Submission Contact Information

Name of Project Lipscomb Athletic Complex PUD Modification
Address 3720 Michael BLVD, Mobile, AL 36609

Owner McGill - Toolen Catholic High School
Address 1501 Old Shell Road, Mobile, Alabama Zip Code 36604
Phone 251-461-2130 Fax _____ Email wilsoncl@mccgill-toolen.org

Authorized Agent Eric Adams, PE
Address 3901 Springhill Ave, Mobile, AL Zip Code 36608
Phone 251-344-7073 Fax _____ Email eadams@cglengineers.com

Contractor TBD
Address _____ Zip Code _____
Phone _____ Fax _____ Email _____

Civil Engineer Eric Adams, PE
Address 3901 Springhill Avenue, Mobile, AL Zip Code 36608
Phone 251-344-7073 Fax _____ Email eadams@cglengineers.com

Architect Marty Reid
Address 3901 Springhill Ave, Mobile, AL Zip Code 36608
Phone 251-344-7073 Fax _____ Email mreid@cglengineers.com

Submitted by: 
Signature Eric J. Adams Print
3/14/2025 Date

Date Affiliation to project/Organization

March 13, 2025

City of Mobile Planning and Zoning
205 Government Street
3rd Floor, South Tower
Mobile, AL 36602

Re: McGill-Toolen PUD Modifications/Planning Approval/Sidewalk Waiver

We, McGill-Toolen Catholic High School, authorize Eric J. Adams, PE, Charles D. Tisher, JR. PE, and Clark, Geer, Latham & Associates to act as agents in regard to applications for the proposed PUD Modifications and Planning Approval for the New Ball Fields in conjunction with Lipscomb Athletic Complex.

Sincerely,



Reverend Bry Shields
President
McGill-Toolen High School

T. E. Latham, P.E., President
T. B. Clark, P.E., Exec. V. Pres.
E. J. Adams, P.E., V. Pres.
L. G. Snapp, AIA, LEED AP, V. Pres.
K. S. Bowman, Dir

J. M. Clark, P.E., (1931 - 2016)
V. R. Geer, Jr., P.E. (1916 - 1994)

D. S. Carrier, P.L.S.
D. A. Benton, P.E.
C. D. Tisher Jr., P.E.
M. E. Reid, AIA
L. S. Rice, RA

McGill-Toolen wishes to incorporate new ball fields into the Lipscomb Athletic Complex PUD which requires a major PUD modification. McGill-Toolen proposes expanding the Lipscomb Athletic Complex with additional sport practice fields for its students. In addition to daily practice field usage, the field will be utilized by CYO for practice and weekend games and will have shared parking with the Lipscomb Athletic Complex. Practice and games that will be conducted on the new fields will not be taking place during the the official high school football games that will be played at Lipscomb Field, and will not affect the parking for either event. The property sits in a suburban center which calls for mixed use development. The proposed project serves the school community as a recreational and athletic facility for outdoor activities.

The proposed project will be designed per City of Mobile codes and regulations and will not impact any future improvements of adjacent properties nor require a zoning change.

CITY OF MOBILE
205 GOVERNMENT ST
MOBILE, AL 36602

CITYHOPE CHURCH AN ALABAMA
RELIGIOUS NON-PROFIT CORPORATION
4693 AIRPORT BLVD
MOBILE, AL 36608

OMNI JOINT VENTURE AN ALABAMA
GENERAL PARTNERSHIP
3742 PROFESSIONAL PKWY
MOBILE, AL 36609

SPAFFORD GORDON L
20933 COUNTY RD 49
SILVERHILL, AL 36576

FIRST ASSEMBLY OF GOD OF
1251 MONTROSE ST
MOBILE, AL 36605

MCGILL-TOOLEN CATHOLIC HIGH
SCHOOL C/O LISA B HANSEN GENERAL
COUNSE
356 GOVERNMENT ST
MOBILE, AL 36602

CITYHOPE CHURCH AN ALABAMA
RELIGIOUS NON-PROFIT CORPORATION
4693 AIRPORT BLVD
MOBILE, AL 36608

MCGILL-TOOLEN CATHOLIC HIGH
SCHOOL
1501 OLD SHELL RD
MOBILE, AL 36604

CITY OF MOBILE OFFICE OF CITY CLERK
PO BOX 1827
MOBILE, AL 36633

MOBILE CITY OF THE
P O BOX 1827
MOBILE, AL 36633

GULF HEALTH PROPERTIES INC
P O BOX 2226
MOBILE, AL 36652

CITY OF MOBILE OFFICE OF CITY CLERK
PO BOX 1827
MOBILE, AL 36633

CRUM CHANTEL M
3650 N HERITAGE DR
MOBILE, AL 36609

A & D PROPERTIES LLC
8781 THREE NOTCH RD
MOBILE, AL 36619

BUI HIEP VAN AND LINDA LA
REVOCABLE TRUST
13212 BOWEN ST
GARDEN GROVE, CA 92843

KING EMANUEL JR
3901 HIGGINS RD
MOBILE, AL 36619

DEMINGS WILLIE G
3628 HERITAGE DR N
MOBILE, AL 36609

THOMAS CHESTER
3622 HERITAGE DR N
MOBILE, AL 36609

LEE TRACY E
3618 HERITAGE DR N
MOBILE, AL 36609

BUTLER DENNIS J JR & SANDRETTA M
3620 HERITAGE DR N
MOBILE, AL 36609

NGUYEN LAN PHUONG
6063 SOUTHBEND DR S
MOBILE, AL 36619

MC GEE CHERYL E
3656 HERITAGE DR N
MOBILE, AL 36609

GIBBS ANGLEA
3750 HERITAGE DR N
MOBILE, AL 36609

ANDERSON KENNETH W & REBECCA S
ANDERSON
3614 HERITAGE DR N
MOBILE, AL 36609

KAMMER ANDREW
3752 HERITAGE DR N
MOBILE, AL 36609

JWO INVESTMENTS LLC
3755 PROFESSIONAL PKWY STE B
MOBILE, AL 36609

GRAYSON REESE & AMANDA GRAYSON
3612 HERITAGE DR N
MOBILE, AL 36609

MARSHALL KEYSHA R & JIMMIE
3754 HERITAGE DR N
MOBILE, AL 36609

BARDOS EFREN B
3610 HERITAGE DR NORTH
MOBILE, AL 36609

CRESCENT PROPERTIES LLC
7691 ROCKSTONE LN S
MOBILE, AL 36695



Agenda Item # 13

MOD-003287-2025, MOD-003280-2025, & SUB-SW-003279-2025

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

[Applicant Materials for Consideration – Planning Approval Modification](#)

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

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

DETAILS

Location:

3720 Michael Boulevard

Applicant / Agent:

Rev. Bry Shields, McGill-Toolen Catholic High School
(Eric J. Adams, P.E., Clark, Geer, Latham &
Associates, Inc., Agent)

Property Owner:

McGill-Toolen Catholic High School

Current Zoning:

B-1, Buffer Business Suburban District

Future Land Use:

Mixed Commercial Corridor

Applicable Codes, Policies, and Plans:

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

Schedule for Development:

- Not provided

Proposal:

- Modification of a previously approved Planning Approval
- Modification of a previously approved Planned Unit Development
- Waive construction of sidewalks along Michael Boulevard and Marion Beckham Drive.

Considerations:

1. Modification of a previously approved Planned Unit Development with six (6) conditions;
2. Modification of a previously approved Planning Approval with six (6) conditions; and
3. Sidewalk Waiver request along Marion Beckham Drive.

Report Contents:

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PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial and residential units.

APPLICATION NUMBER	13	DATE	April 17, 2025
APPLICANT	Rev. Bry Shields, McGill-Toolen Catholic High School		
REQUEST	PA Modification, PUD Modification, Sidewalk Waiver		


 NTS

SITE HISTORY

In 1994, a Planning Approval and PUD were approved for the Western portion of the subject site to allow the addition of day care services to an existing community services facility (YMCA) and to allow multiple buildings on a single building site. The Planning Approval was amended in 2000, and modifications to the PUD occurred in 1994, 1998, and 2000.

Rezoning of the Western portion of the subject site from R-1, Single-Family Residential District, to B-1, Buffer Business District, was adopted by City Council at its November 29, 1994 meeting, subject to approval of a Planned Unit Development (PUD) and compliance with the residential buffer requirements of the Zoning Ordinance.

The Eastern portion of the subject site was before the Planning Commission in June 2007, as part of a one (1) lot Subdivision application, McGill-Toolen Athletic Complex Subdivision, which was recorded in Probate Court. The site also was the subject of Planning Approval and Planned Unit Development applications at the same meeting, which were then amended in February 2008 to allow the development of the existing sports complex. In August 2008, a sidewalk waiver was granted, which waived the construction of a sidewalk along Michael Boulevard.

Subdivision of the Western portion of the subject site to create a single legal lot of record was approved in 1998 and the plat was recorded in 1999. In 2003, subdivision of the lot into three (3) legal lots of record, to include vacated right-of-way along Downtowner Boulevard, was approved and the plat was subsequently recorded in Probate Court. Most recently, the Western portion of the subject site was part of a two (2) lot Subdivision, McGill-Toolen Athletic Complex West Subdivision approved by the Planning Commission at its October 5, 2023 meeting, which has been recorded in Probate Court.

The 2023 Subdivision application also had Major Modifications to the Planned Unit Development and Planning Approval to remove the Western portion of the subject site from the associated PUD and PAs.

A Sidewalk Waiver was approved in 1999 to waive construction of a sidewalk along what is now named Marion Beckham Drive, from Michael Boulevard to Matthews Park.

There have been no Board of Adjustment cases associated with the site.

STAFF COMMENTS

Engineering Comments:

Planning Approval Modification (MOD-003287-2025)

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of

Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.

4. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
5. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
6. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
7. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Planned Unit Development Modification (MOD-003280-2025)

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

Sidewalk Waiver

1. MICHAEL BLVD. - Due to the size of the existing roadside drainage ditch and adjacent wetlands it is recommended that this request be approved.
2. MARION BECKHAM DR. - Due to the size of the existing roadside drainage ditch and adjacent wetlands it is recommended that this request be approved for the first 300 feet from Michael Blvd. The remainder of Marion Beckham Dr. (approximately 800 feet) can support a sidewalk on the west side of the roadside drainage ditch.

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

Planning Approval and Planned Unit Development Modifications

Lot 1 of the McGill-Toolen Athletic Complex Subdivision, located on the East side of Marion Beckham Drive, is currently developed with a baseball field, a football field, and associated buildings and parking. Lot 1 of the McGill-Toolen Athletic Complex West Subdivision, located on the West side of Marion Beckham Drive, is currently vacant.

Detailed descriptions of both requests are available at via the links on page 1 of this report.

The site plan submitted depicts three (3) football/soccer fields, one (1) baseball/softball field, and a proposed concession stand. The applicant states that the two (2) lots will both utilize the existing parking on the East portion of the development, which has 914 parking spaces available. It should be noted that the site plan also references off-site parking available at the nearby Matthews Park and YMCA properties. However, as those properties are not included in the current applications, that information should be removed from the site plan, if approved.

There is a note on the site plan stating that "cans will be supplied for city pickup." However, the City does not provide pickup services for commercial developments outside of the downtown area. Furthermore, there is an existing dumpster on the sports complex site. As such, the site plan should be revised to correctly state that trash service for the site will be addressed via dumpster(s).

It should be noted that as the project will result in the Western portion of the site being developed for the first time, the site will be required to fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC).

It should be noted that future development or redevelopment of either lot may require additional modifications of the Planning Approval and PUD to be approved by the Planning Commission and City Council. A note stating as much should be placed on the recorded site plans, if approved.

Sidewalk Waiver

The site is currently undeveloped. Development of the site necessitates full compliance with the UDC standards which includes the provision of sidewalks along all street frontages. The Eastern part of the site was granted a sidewalk waiver in 2008 to waive construction of a sidewalk along Michael Boulevard. A sidewalk was built along Marion Beckham Drive.

As justification for the waiver the applicant states the following:

McGill Toolen is requesting a sidewalk waiver for this property due to the existing open ditches along Michael Boulevard and Marion Beckham Drive that is directly adjacent to the property line. Specifically, Michael Boulevard has an open ditch encompassing the right-of-way between the property line and roadway. The open ditches intersect at Michael and Marion Beckham and drains into an open culvert flowing under Marion Beckham, this does not allow for pedestrians to cross the intersection. Also, the open ditch along Marion Beckham will not allow pedestrians to cross Marion Beckham for over 720 feet. McGill-Toolen has an existing sidewalk along the east side of Marion Beckham to facilitate this property and Lipscomb Athletic Complex.

PLANNING APPROVAL / PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in Section 64-5-8-B.(5) states the following concerning Planned Unit Development / Planning Approval 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 for the Modified Planning Approval / Planned Unit Development, the following Findings of Fact must apply:

- 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:
 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. 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 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.

If approved, the following conditions could apply:

1. Removal of references to off-site parking at the YMCA and Matthews Park;
2. Revision of the site plan to remove the note stating "cans will be supplied for city pick up", and replace it with "site will be serviced by the existing dumpster(s) available on site";
3. Placement of a note on the site plan that the site will fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC);
4. Retention of a note on the Final Planning Approval and PUD site plans stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development and Planning Approval site plans prior to their recording in Probate Court, and the provision of copies of the recorded site plans (.pdf) to Planning and Zoning; and,
6. Full compliance with all municipal codes and ordinances.

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.

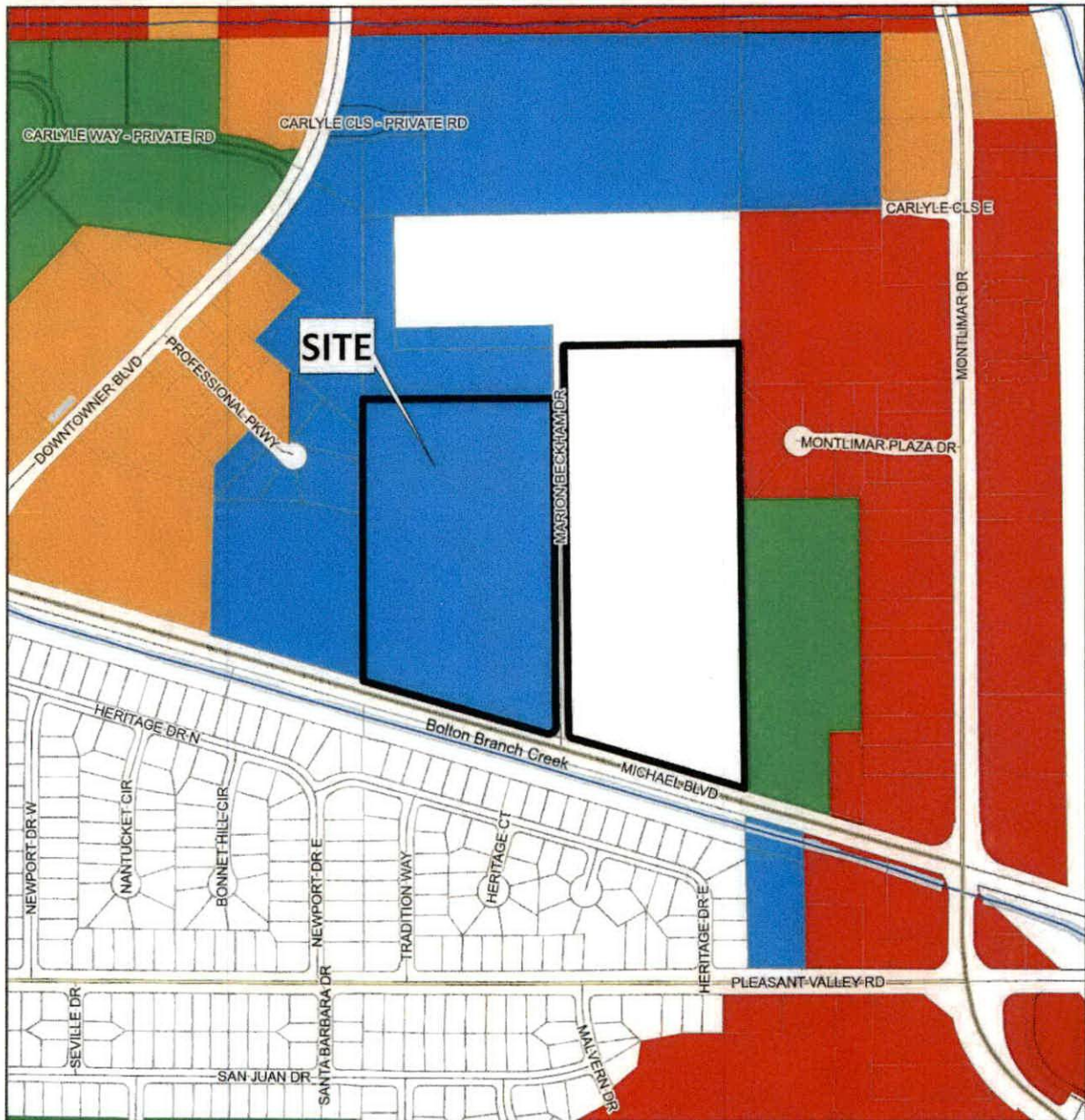
Sidewalks are encouraged, even in industrial developments, although the appropriateness of sidewalks should also take into account the existing infrastructure in the area, i.e., does the construction of the existing roadway safely allow for a sidewalk to be utilized.

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;
2. The existing infrastructure in the area, such as adequate room for construction of a sidewalk, as well as connectivity to existing sidewalks and future sidewalks; and
3. Engineering comments, which indicate that there is sufficient room within the ROW, or within the property, for the construction of a sidewalk that could be permitted through the Land Disturbance/ROW Permit process.

LOCATOR ZONING MAP



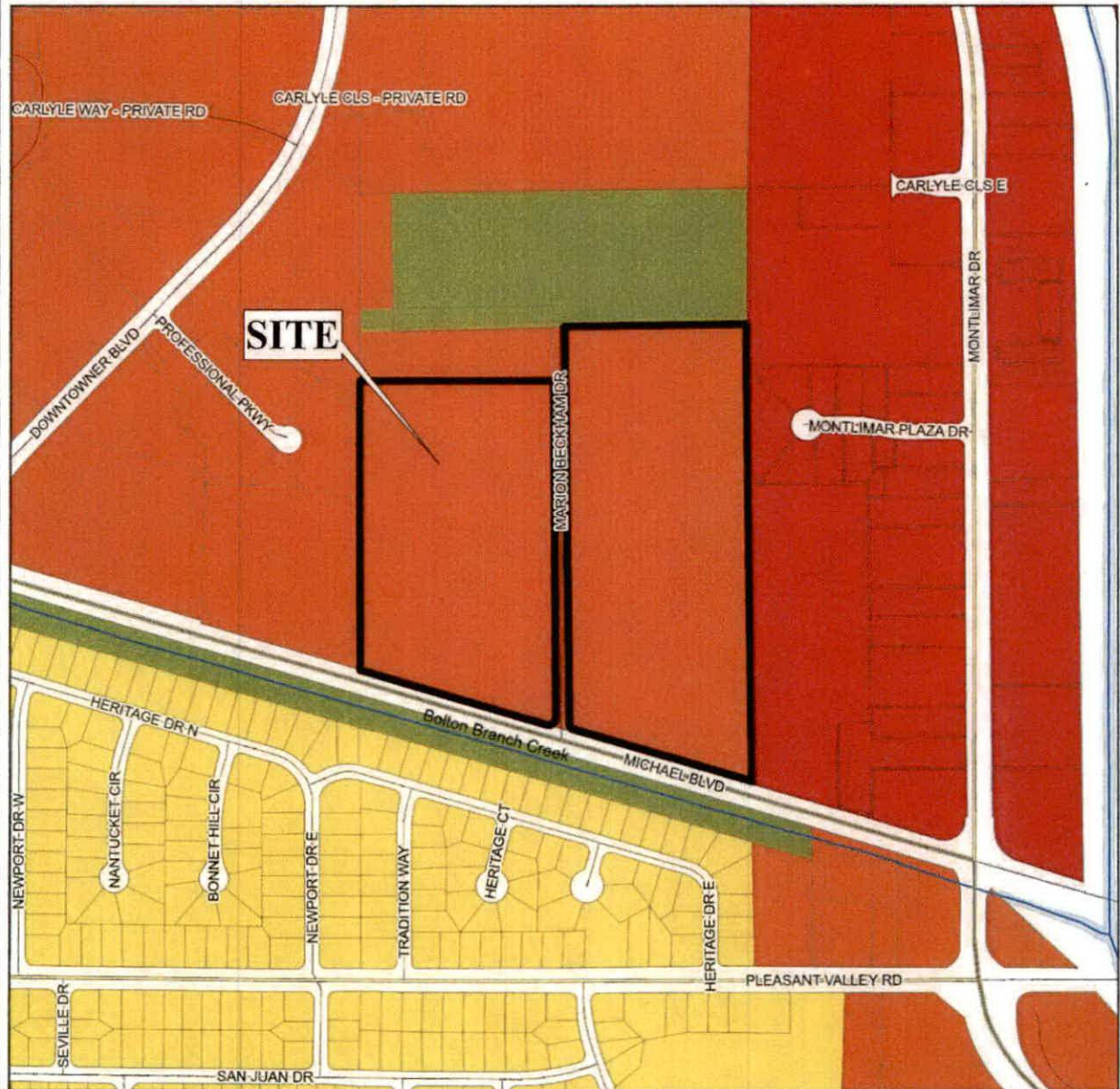
APPLICATION NUMBER 13 DATE April 17, 2025

APPLICANT Rev. Bry Shields, McGill-Toolen Catholic High School

REQUEST PA Modification, PUD Modification, Sidewalk Waiver



FLUM LOCATOR MAP



APPLICATION NUMBER 13 DATE April 17, 2025
 APPLICANT Rev. Bry Shields, McGill-Toolen Catholic High School
 REQUEST PA Modification, PUD Modification, Sidewalk Waiver

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



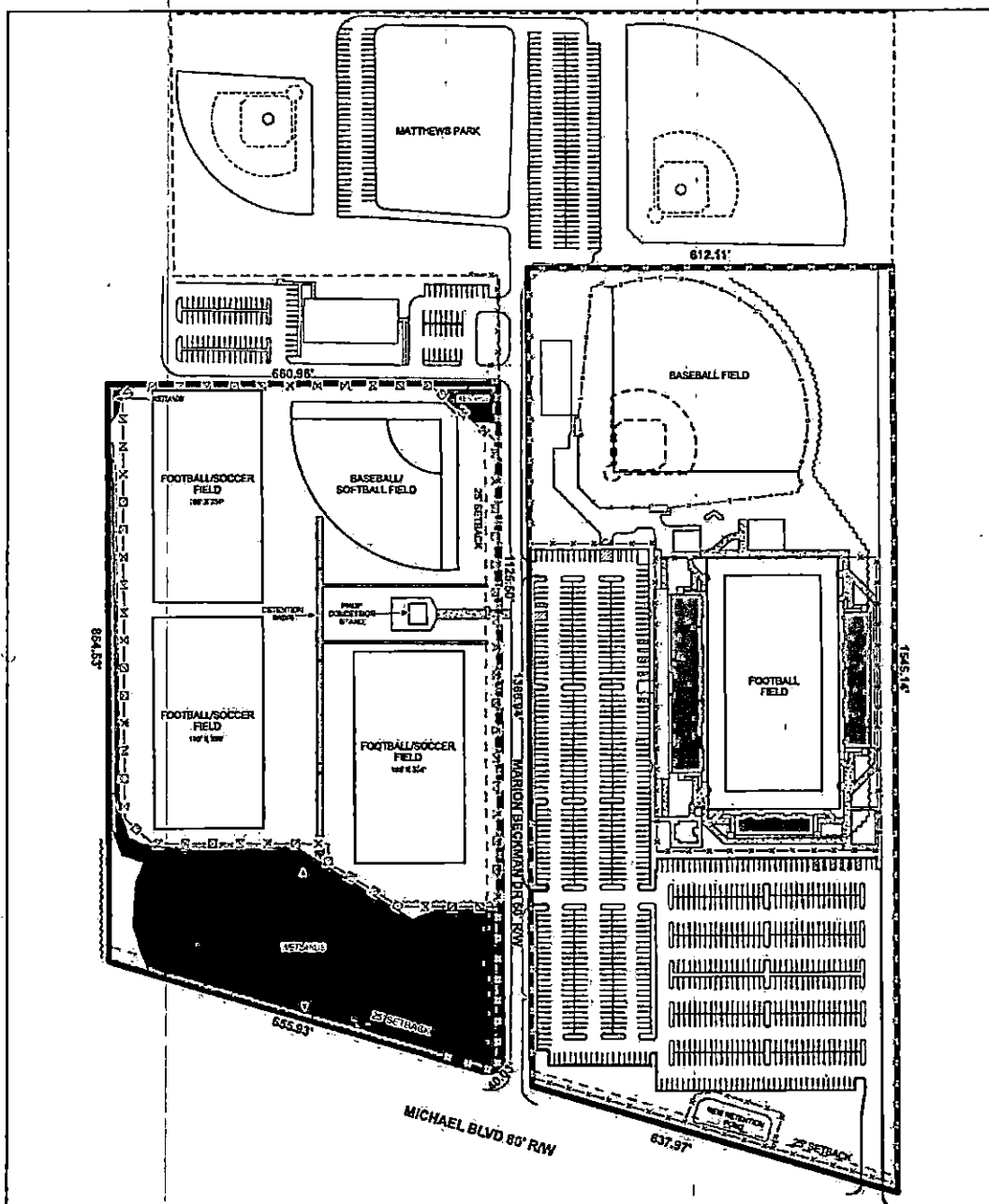
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APPLICATION NUMBER 13 DATE April 17, 2025
 APPLICANT Rev. Bry Shields, McGill-Toolen Catholic High School
 REQUEST PA Modification, PUD Modification, Sidewalk Waiver

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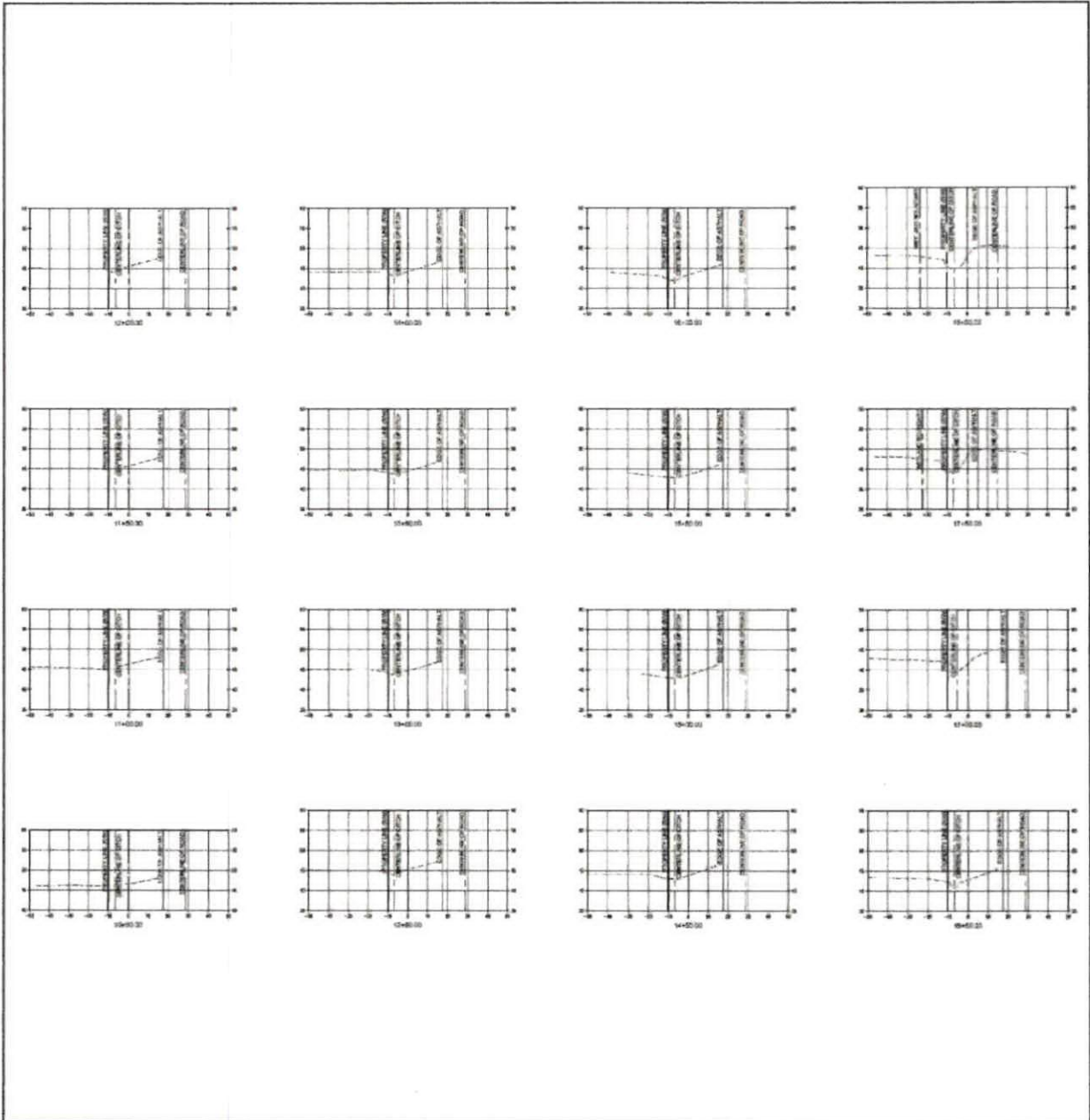
SITE PLAN



The site plan illustrates the existing wetlands, drives, parking, and proposed recreational facilities.

APPLICATION NUMBER	13	DATE	April 17, 2025	N 1 2 3 4 5 6 7 8 9 10 11 12 13 14 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 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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 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 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2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024 2025 2026 2027 2028 2029 2030 2031 2032 2033 2034 2035 2036 2037 2038 2039 2040 2041 2042 2043 2044 2045 2046 2047 2048 2049 2050 2051 2052 2053 2054 2055 2056 2057 2058 2059 2060 2061 2062 2063 2064 2065 2066 2067 2068 2069 2070 2071 2072 2073 2074 2075 2076 2077 2078 2079 2080 2081 2082 2083 2084 2085 2086 2087 2088 2089 2090 2091 2092 2093 2094 2095 2096 2097 2098 2099 2100 2101 2102 2103 2104 2105 2106 2107 2108 2109 2110 2111 2112 2113 2114 2115 2116 2117 2118 2119 2120 2121 2122 2123 2124 2125 2126 2127 2128 2129 2130 2131 2132 2133 2134 2135 2136 2137 2138 2139 2140 2141 2142 2143 2144 2145 2146 2147 2148 2149 2150 2151 2152 2153 2154 2155 2156 2157 2158 2159 2160 2161 2162 2163 2164 2165 2166 2167 2168 2169 2170 2171 2172 2173 2174 2175 2176 2177 2178 2179 2180 2181 2182 2183 2184 2185 2186 2187 2188 2189 2190 2191 2192 2193 2194 2195 2196 2197 2198 2199 2200 2201 2202 2203 2204 2205 2206 2207 2208 2209 2210 2211 2212 2213 2214 2215 2216 2217 2218 2219 2220 2221 2222 2223 2224 2225 2226 2227 2228 2229 2230 2231 2232 2233 2234 2235 2236 2237 2238 2239 2240 2241
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DETAIL SITE PLAN



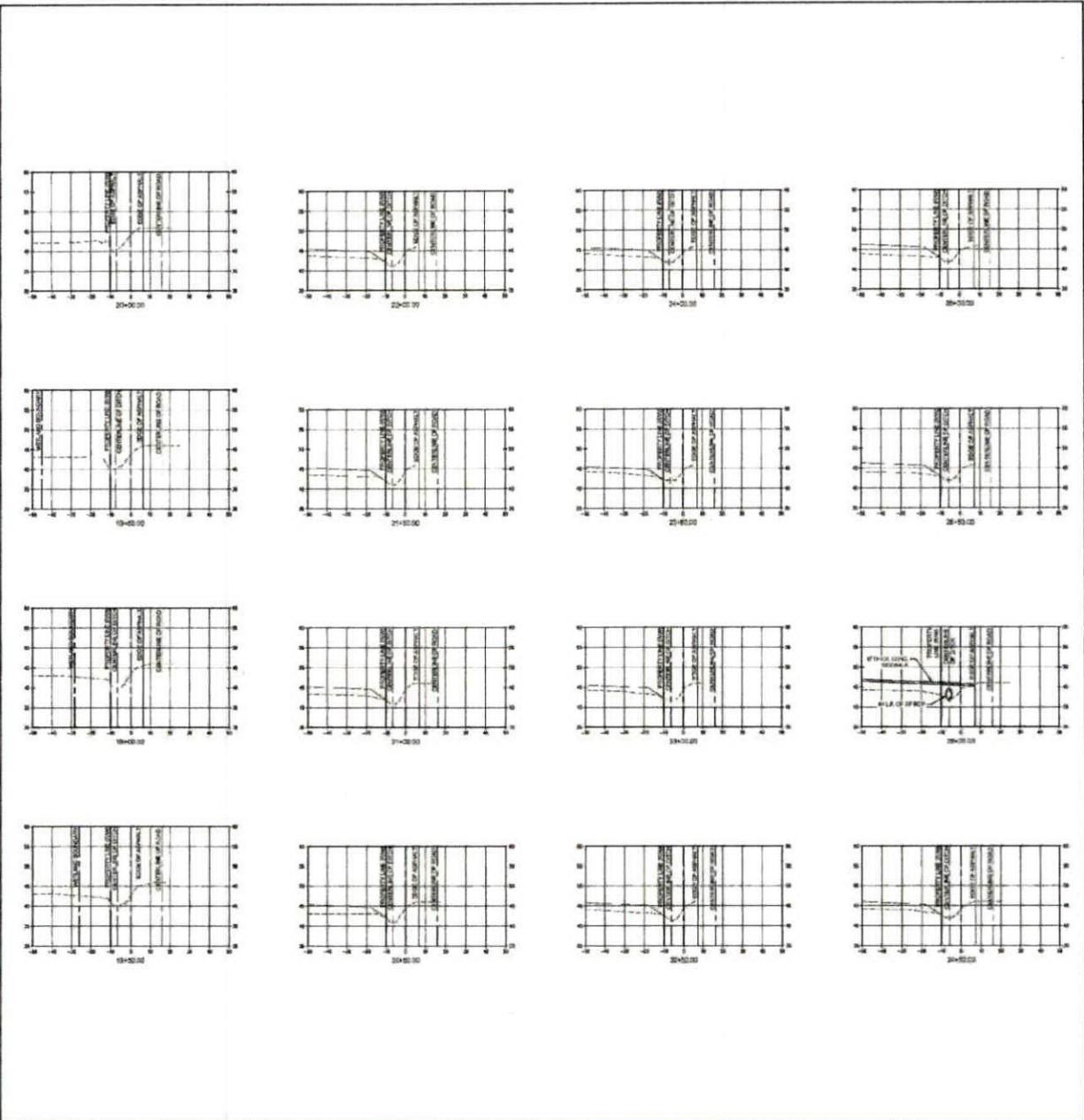
APPLICATION NUMBER 13 DATE April 17, 2025

APPLICANT Rev. Bry Shields, McGill-Toolen Catholic High School

REQUEST PA Modification, PUD Modification, Sidewalk Waiver



DETAIL SITE PLAN



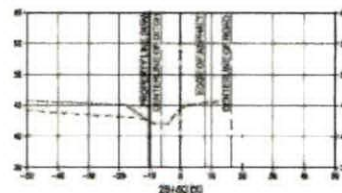
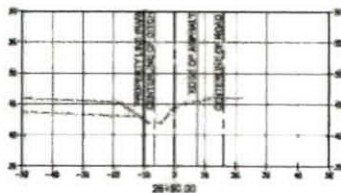
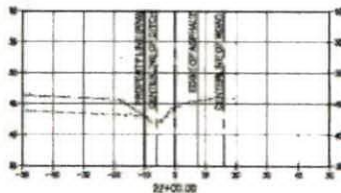
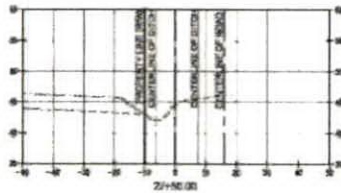
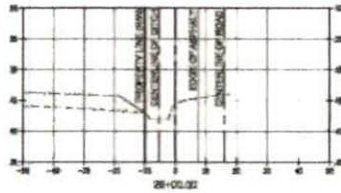
APPLICATION NUMBER 13 DATE April 17, 2025

APPLICANT Rev. Bry Shields, McGill-Toolen Catholic High School

REQUEST PA Modification, PUD Modification, Sidewalk Waiver



DETAIL SITE PLAN



APPLICATION NUMBER 13 DATE April 17, 2025

APPLICANT Rev. Bry Shields, McGill-Toolen Catholic High School

REQUEST PA Modification, PUD Modification, Sidewalk Waiver



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)

MIXED COMMERCIAL CORRIDOR (MCC)

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

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

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

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 TO CONSIDER ADOPTION OF THE 2025-2026 GENERAL FUND AND CAPITAL IMPROVEMENT FUND BUDGETS

Pursuant to Resolution of the Mobile, Alabama City Council adopted on September 2, 2025, a public hearing will be held on September 9, 2025, at 10:30 a.m., to consider adoption of the 2025-2026 General Fund and Capital Improvement Fund budgets for the City of Mobile, Alabama. The public hearing will be held in the auditorium of Government Plaza, 205 Government Street, Mobile, Alabama. Public comments will be allowed.

From: [City Clerk](#)
To: [Gauthier, Lana](#)
Subject: Fw: CityofMobile.org: Addressing City Council Submission
Date: Wednesday, September 3, 2025 8:02:09 AM

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Tuesday, September 2, 2025 9:52:14 PM
To: City Clerk <cityclerk@cityofmobile.org>
Subject: CityofMobile.org: Addressing City Council Submission

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

Name: Sabrina Mass

Date To Address Council: 2025-09-09

Address: 1050 Belvedere Circle West

Email: texast750@gmail.com

Phone: 251 656 4049

Subject And Specific Questions: Questions on the election process and election certifications..

Pertain To City Business: Taxpayer

Signature: Sabrina Mass

Signature Verify: X

Agree: X

Date Submitted: 2025-09-02 21:52:09

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

From: [City Clerk](#)
To: [Gauthier, Lana](#)
Subject: Fw: CityofMobile.org: Addressing City Council Submission
Date: Thursday, September 4, 2025 7:46:14 AM

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Wednesday, September 3, 2025 2:58:00 PM
To: City Clerk <cityclerk@cityofmobile.org>
Subject: CityofMobile.org: Addressing City Council Submission

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

Name: Antonie M Maiben

Date To Address Council: 2025-09-09

Address: 1059 Belvedere Circle West Mobile,AL 36606

Email: ammaiben09@aol.com

Phone: 251-583-5834

Subject And Specific Questions: Wave Transit Changing over from Trev to VIA Metropolitan Transportation

Pertain To City Business: The owes the Facility and Buses

Signature: Antonie M Maiben

Signature Verify: X

Agree: X

Date Submitted: 2025-09-03 14:57:41

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

From: [Antonie M. Maiben](#)
To: [Gauthier, Lana](#)
Subject: Re: Addressing City Council submission
Date: Thursday, September 4, 2025 12:23:26 PM

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

Good afternoon Ms. Gauthier,
Attached is the questions that I would like to address the city council.

1. When Via takes over the Wave Transit will the current employees be affected in any type of manner?
2. When VIA takes over will the employees accrued time such as sick time and vacation time be affected?
3. When VIA takes over will they honor the current contract that is between the Wave and the Union?
4. After June 2026 will any of the employees be laid off?

Best,

Antonie M. Maiben
President/Business Agent
ATU Local #770

Sent from the all new AOL app for iOS

On Thursday, September 4, 2025, 8:13 AM, Gauthier, Lana <lane.gauthier@cityofmobile.org> wrote:

Good morning, Mr. Maiben,

The Council rules state that all requests to address them should contain specific questions regarding the topic they will discuss.

Please respond to this email by 2:00 p.m. today with additional information regarding your subject.

A copy of the rules is attached for your reference.

Thank you,

Lana Pafenbach, CMC
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

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

Sent: Wednesday, September 3, 2025 2:58:00 PM

To: City Clerk <cityclerk@cityofmobile.org>

Subject: CityofMobile.org: Addressing City Council Submission

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

Name: Antonie M Maiben

Date To Address Council: 2025-09-09

Address: 1059 Belvedere Circle West Mobile,AL 36606

Email: ammaiben09@aol.com

Phone: 251-583-5834

Subject And Specific Questions: Wave Transit Changing over from Trev to VIA
Metropolitan Transportation

Pertain To City Business: The owes the Facility and Buses

Signature: Antonie M Maiben

Signature Verify: X

Agree: X

Date Submitted: 2025-09-03 14:57:41

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

From: cityofmobile@forms.dwdgo.net
To: [City Clerk](#)
Subject: CityofMobile.org: Addressing City Council Submission
Date: Thursday, August 28, 2025 1:36:57 PM

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

Name: Cathy O'Keefe

Date To Address Council: 2025-08-28

Address: 5713 Vendome Drive South Mobile, AL 36609

Email: cathyokeefe.usa@gmail.com

Phone: 251-622-5975

Subject And Specific Questions: Subject: The City Council's denial of rezoning properties on Airport Blvd. between Dogwood Drive and Summit Drive from R1 to B1

Pertain To City Business: We are requesting the Council's assistance regarding a rezoning appeal that overturned the Council's prior unanimous decision without notice to either the neighbors or this Council.

Signature: Cathy O'Keefe

Signature Verify: X

Agree: X

Date Submitted: 2025-08-28 13:36:52

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



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 9, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Howard Industries Inc for 22 Axis point-tilt-zoom surveillance cameras for Public Safety.

Amount of Contract:

\$51,502.20

Funding Source

General fund.

ATTACHMENTS:

1. 20250825 Howard Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 2 September 2025 Item No. _____
Date _____

Submitted by: Procurement John Paine, Purchasing Agent
Department Department Head

Sponsored by: William S. Stimpson Mayor
Name Title

Reviewed by: _____
Executive Director

Routing Authorized: James Barber _____
Mayor's Office Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Howard Industries Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Howard Industries Inc for 22 Axis point-tilt-zoom
surveillance cameras for Public Safety.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$51,502.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5951

How many bidders received bid packages (if applicable): 13 + web

How many bidders submitted bids (if applicable): 6

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, 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>29388</u>	2025	(1500) PUBLIC SAFETY ADMIN	22 AXIS POINT-TILT-ZOOM SURVEILLANCE CAMERAS FOR PUBLIC SAFETY (SEALED BID 5951)	\$51,502.00	<u>(292451)</u> <u>HOWARD</u> <u>INDUSTRIES INC</u>

Adopted:

City Clerk

=====	=====
Bill To	Requisition 00029388-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1500.1500.1500.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved
	Page 1
=====	=====

Vendor
HOWARD INDUSTRIES INC
P O BOX 1588

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

LAUREL, MS 39441

MOBILE, AL 36606
ZIRLOTTK@CITYOFMOBILE.ORG

Tel#601-399-5831
Fax 601-399-5077

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
08/22/25	292451				PUBLIC SAFETY ADMIN
-----	-----	-----	-----	-----	-----

LN	Description / Account	Qty	Unit Price	Net Price
001	EQUIPMENT SURVEILLANCE, AXIS CAMERA PTZ, Q6075-E/1080P/PTZ/X40/1P67, PART #017252.004. AS PER MY BID 5431 AND YOUR BID RESPONSE. Additional Description Notes ----- "EQUIPMENT SURVEILLANCE, AXIS CAMERA PTZ, Q6075-E/1080P/PTZ/X40/1P67, PART #017252.004. AS PER MY BID 5431 AND YOUR BID RESPONSE." Vendor Item Inventory Item/Loc 18342	22.00 EACH	2341.00000	51502.00

1 1000.30.15.1500.1500.1500.0000.0000.42200. 51502.00

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

[Requisition Link](#)

Requisition Total 51502.00

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

Account
1000.30.15.1500.1500.1500.0000.0000.42200.

Amount Remaining Budget

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00029388-00 FY 2025 Acct No: 1000.30.15.1500.1500.1500.0000.0000.42200. Review: Buyer: Status: Approved	Page 2
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Vendor
 HOWARD INDUSTRIES INC
 P O BOX 1588

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

LAUREL, MS 39441

MOBILE, AL 36606
 ZIRLOTTK@CITYOFMOBILE.ORG

Tel#601-399-5831
 Fax 601-399-5077

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/22/25	292451				PUBLIC SAFETY ADMIN

Account	Amount	Remaining Budget
PUBLIC SAFETY ADMIN EXP	51502.00	75592.38
PROFESSIONAL & TECHNICAL		

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

Activity	Date	Clerk	Comment
Approved	08/22/25	ROBERT LASKY	
Approved	08/22/25	CURTIS GRAVES	Auto approved by: 910519642
Approved	08/22/25	DONALD ROSE	Auto approved by: 910521222
Approved	08/22/25	LAURIE WILLIAMS	Okay to Approve
Approved	08/22/25	JOHN PAINE	Auto approved by: 910521222

Authorized By: _____ Date: _____
 Signature

BID TABULATION FOR BID #5951
SURVEILLANCE CAMERAS AND EQUIPMENT

ITEM #	ITEM DESCRIPTION	CelPlan Technologies, Inc	Graybar Electric	Howard Industries	ProLogic ITS, LLC	STEM Consultants, Inc	Tech Advanced Computers, Inc
1	SPF MIDSPAN, AXIS T8154, #02740-004	\$348.73	\$224.29	\$150.00	\$165.55	\$154.70	\$189.00
2	QUAD CAMERA, Q6010E/20MP/360/MULTIS EN/1P66, #01981-001	\$3,708.45 AXIS Q6020-E 60 Hz PTZ CAMERA #02957-001	\$1,930.63	\$1,277.00	\$1,786.44 #02957-001	\$2,329.00 #02957-001	\$1,599.00
3	Camera PTZ, Q6075-E/1080P, #017252-004	\$5,874.45 AXIS Q6075-E 60HZ	\$3,540.39	\$2,341.00	\$2,677.91	\$2,471.47	\$2,999.00
4	WALL MOUNT, T91G61, #5506-951	\$384.47	\$235.02	\$157.00	\$178.02	\$162.77	\$199.00
5	POLE MOUNT, T91B57, #01470-001	\$233.38	\$138.44	\$93.00	\$107.21	\$98.34	\$119.00
6	NETWORK CAMERA, AXIS M3077-PLUE, #02018-001	\$1,256.38	\$803.80	\$566.00	\$603.55	\$559.37	\$689.00
7	DOME CAMERA, AXIS M3086-V, #02374-001	\$619.41	\$396.00	\$265.00	\$297.28	\$276.17	\$349.00
8	MIC DOME CAMERA, AXIS M3086-V, #02832-001	\$635.35	\$406.73	\$272.00	\$304.90	\$283.89	\$359.00
9	DOME CAMERA, AXIS M3088-V, #02375-001	\$762.73	\$481.85	\$322.00	\$366.02	\$340.40	\$429.00
10	DOME CAMERA, AXIS M4216-LV, #02113-001	\$874.21	\$556.98	\$372.00	\$419.69	\$390.56	\$489.00
11	DOME CAMERA, AXIS M3126-LVE, WHITE, #02918-001	\$842.35	\$535.51	\$372.00	\$404.49	\$376.28	\$479.00
12	DOME CAMERA, AXIS M3126-LVE, BLACK, #02919-001	\$842.35	\$535.51	\$358.00	\$404.49	\$375.08	\$479.00
13	BULLET, AXIS M2036-LE, WHITE, #02125-001	\$714.96	\$460.39	\$308.00	\$343.55	\$319.56	\$399.00

14	BULLET, AXIS M2036-LE, BLACK, #02134-001	\$714.96	\$460.39	\$308.00	\$343.61	\$319.05	\$399.00
15	CAMERA, AXIS M5526-E, PTZ	\$1,749.98 M5526-E 60 DISCREET PTZ, 4MP, 10X, #02769- 001	\$1,125.76	\$752.00 #02769-001	\$841.06 #02769-001	\$776.37	\$969.00 #02769-001
16	CAMERA, AXIS M5526-E, PTZ, 4 PCS, #02769-024	\$6,988.78 AXIS M5526-E, 60HZ PTZ CAMERA	\$750.15 AXIS 53008	\$3,144.00 #02769-021	\$3,357.14 #02769-021	\$3,100.10	\$3,899.00 #02769-021
17	WALL-AND-POLE MOUNT, AXIS TQ5001-E, #02411-001	\$283.75	\$170.63	\$114.00	\$130.13	\$120.04	\$149.00
18	ETHERNET SURGE PROTECTOR, AXIS T8061, #5801-641	\$199.80	\$116.98	\$79.00	\$89.94	\$84.06	\$104.00
19	ETHERNET SURGE PROTECTOR, AXIS TU8001, #02315-001	\$116.24	\$74.05	\$50.00	\$54.99	\$51.57	\$64.00
20	LONG RANGE PoE EXTENDER KIT, AXIS, #01857-001	\$906.60	\$578.44	\$389.00	\$427.94	\$402.53	\$499.00
21	OUTDOOR PoE EXTENDER, AXIS T8129-E, #01148-001	\$507.96	\$320.88	\$215.00	\$239.92	\$225.34	\$279.00
22	SURVEILLANCE CARD, AXIS 1TB, #02366-001	\$555.73	\$353.07	\$240.00	\$262.24	\$247.54	\$309.00
23	SURVEILLANCE CARD, AXIS 1TB, #02365-001	\$300.54 AXIS SURVEILLANCE CARD 512GB	\$181.37	\$123.00	\$134.49	\$126.80	\$159.00
24	MIDSPAN 15 W 1-PORT, AXIS T8120	\$100.30	\$63.32	\$43.00 #5026-204	\$47.87 #5026-204	\$44.55	\$59.00 #5026-204
25	OUTDOOR MIDSPAN, AXIS 30 W, #01944-001	\$485.21	\$288.68	\$193.00	\$219.27	\$204.72	\$259.00
26	SURVEILLANCE CARD, AXIS 1TB, 10 PCS, #02366-021	\$5,555.70	\$3,530.73	\$2,359.00	\$2,621.21	\$2,464.40	\$3,029.00

27	SURVEILLANCE CARD, AXIS 512, 10 PCS, #02365-021	\$2,848.71	\$1,813.66	\$1,212.00	\$1,327.92	\$1,263.64	\$1,599.00
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SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

Purchasing Department
and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644

Postal Service Does Not Deliver to This Street Address

This is Not an Order

READ TERMS AND CONDITIONS
ON REVERSE SIDE OF THIS PAGE
BEFORE BIDDING

Typed by: lw Buyer: 003

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
05/22/2025	5951	Police Dept	2460 Government St, Mobile, AL 36606

This bid must be received and stamped by the Purchasing office not later than:

12:00 PM, Tuesday, June 10, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	SURVEILLANCE CAMERAS AND EQUIPMENT The City of Mobile is requesting bids on the following AXIS Security Cameras and equipment. Item 1 0-200 Midspan compact, plug-and-play media converter with PoE, 60 watt SPF MIDSPAN, AXIS T8154, Part number: 02740-004. Providing: _____ Price: _____ Item 2 0-200 Quad Camera, Q6010E/20MP/360/MULTISEN/IP66 Part number: 01981-001. Providing: _____ Price: _____ Item 3 0-200 Camera PTZ, Q6075-E/1080P/PTZ/X40/1P67 Part number: 017252-004. Providing: _____ Price: _____ Item 4 0-200 Wall Mount, T91G61. Part number: 5506-951. Providing: _____ Price: _____ Item 5 0-200 Pole Mount, T91B57, POLE MNT 100-410MM, Part number: 01470-001. Providing: _____ Price: _____					
Page 1 of 6			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE

State delivery time within _____ days of receipt of P.O.

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

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

Type or Print Name _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Page 2 of 6						
0-200	Item 6 Network Camera, AXIS M3077-PLUE, Part number: 02018-001 Providing: _____ Price: _____					
0-200	Item 7 Dome Camera, AXIS M3086-V, Part number: 02374-001 Providing: _____ Price: _____					
0-200	Item 8 MIC Dome Camera, AXIS M3086-V, Part number: 02832-001 Providing: _____ Price: _____					
0-200	Item 9 Dome Camera, AXIS M3088-V, Part number: 02375-001 Providing: _____ Price: _____					
0-200	Item 10 Dome Camera, AXIS M4216-LV, Part number: 02113-001 Providing: _____ Price: _____					
0-200	Item 11 Dome Camera, AXIS M3126-LVE, WHITE, Part number: 02918-001 Providing: _____ Price: _____					
0-200	Item 12 Dome Camera, AXIS M3126-LVE, BLACK, Part number: 02919-001 Providing: _____ Price: _____					
0-200	Item 13 Bullet, AXIS M2036-LE, WHITE, Part number: 02125-001 Providing: _____ Price: _____					
			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.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 6					
0-200	Item 14 Bullet, AXIS M2036-LE, BLACK, Part number: 02134-001 Providing: _____ Price: _____					
0-200	Item 15 Camera, AXIS M5526-E, PTZ Providing: _____ Price: _____					
0-200	Item 16 Camera, AXIS M5526-E, PTZ, 4 PCS, Part number: 02769-024 Providing: _____ Price: _____					
0-200	Item 17 Wall-and-Pole Mount, AXIS TQ5001-E, Part number: 02411-001 Providing: _____ Price: _____					
0-200	Item 18 Ethernet Surge Protector, AXIS T8061, Part number: 5801-641 Providing: _____ Price: _____					
0-200	Item 19 Ethernet Surge Protector, AXIS TU8001, Part number: 02315-001 Providing: _____ Price: _____					
0-200	Item 20 Long Range PoE Extender Kit, AXIS, Part number: 01857-001 Providing: _____ Price: _____					
0-200	Item 21 Outdoor PoE Extender, AXIS T8129-E, Part number: 01148-001 Providing: _____ Price: _____					
			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.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 4 of 6					
0-200	Item 22 Surveillance Card, AXIS 1TB, Part number: 02366-001 Providing: _____ Price: _____					
0-200	Item 23 Surveillance Card, AXIS 1TB, Part number: 02365-001 Providing: _____ Price: _____					
0-200	Item 24 Midspan 15 W 1-Port, AXIS T8120 Providing: _____ Price: _____					
0-200	Item 25 Outdoor Midspan, AXIS 30 W, Part number: 01944-001 Providing: _____ Price: _____					
0-200	Item 26 Surveillance Card, AXIS 1TB, 10 PCS, Part number: 02366-021 Providing: _____ Price: _____					
0-200	Item 27 Surveillance Card, AXIS 512, 10 PCS, Part number: 02365-021 Providing: _____ Price: _____					
	No substitutions will be accepted unless the requested product has been discontinued. Provide literature and specifications for any substitutions. Prices are to be firm and FOB Destination. Exact quantities to be purchased cannot be determined at this time. The City intends to purchase the minimum quantity of each item (initially) upon award of this bid.					
			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.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 5 of 6 Pricing to be held firm for a 3-month period. This bid can be extended for up to eleven (11) additional three (3) month periods upon the approval of the vendor and the City of Mobile. State estimated delivery of each item after receipt of a Purchase Order. Delivery is expected within twenty-one (21) days ARO. These items are needed immediately, so delivery may be a consideration in the award of this bid. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor’s principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.					
			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.

Page_____ of _____

Page 116 of 944

Additional Terms Relating to Purchases with Federal Grant Awards

1. FEDERAL GRANT FUNDING. This procurement may be funded in whole or part with federal grant funds.

2. LOCAL VENDOR PREFERENCE. No local vendor preference will be considered or granted in evaluating bids which are funded in whole or part by federal grant awards.

3. NON-DEBARMENT CERTIFICATION. Bidder certifies that the bidder and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

4. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

(a) Immediate Termination - This bid award is subject to the appropriation and availability of City funding. will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the bid, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the bid award for any one or more of the following reasons effective immediately without advance notice:

(i) in the event the bidder or bid awardee ("contractor") is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the bid award effective as of the date on which the license or certification is no longer in effect;

(ii) the City determines that the actions, or failure to act, of the bid awardee, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized; and/or

(iii) the City determines that the bid awardee furnished any statement, representation or certification in connection with the bidding or bid award process which is materially false, deceptive, incorrect or incomplete.

(b) Termination for Cause- The occurrence of any one or more of the following events shall constitute cause for the City to declare the bid awardee in default of its obligation under the bid award:

(i) the bid awardee fails to deliver or has delivered nonconforming goods or services or fails to perform, to the City's satisfaction, any material requirement of the bid or is in violation of a material provision of the bid award, including, but without limitation, the express warranties made by the bid awardee;

(ii) the City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;

(iii) the bid awardee fails to make substantial and timely progress toward performance of the bid requirements;

(iv) the bid awardee becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including

bankruptcy laws; the bid awardee terminates or suspends its business; or the City reasonably believes that the bid awardee has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

(v) the bid awardee has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the bid award;

(vi) the bid awardee has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion.

(c) Notice of Default- If there is a default event caused by the bid awardee; the City shall provide written notice to the bid awardee requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the bid awardee. If the breach or noncompliance is not remedied within the period of time specified in the written notice, City may:

(i) Immediately terminate the bid award without additional written notice; and/or

(ii) Procure substitute goods or services from another source and charge the difference between the bid award price and the substitute price to the defaulting bid awardee, and/or,

(iii) Enforce the terms and conditions of the bid award and seek any legal or equitable remedies.

(d) Termination upon Notice- Following thirty (30) days' written notice, the City may terminate the bid award in whole or in part without the payment of any penalty or incurring any further obligation to the bid awardee. Following termination upon notice, the bid awardee shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the bid to the City up to and including date of termination.

(e) Payment Limitation in Event of Termination- In the event of termination of the bid award for any reason by the City, the City shall pay only those amounts, if any, due and owing to the bid awardee for goods and services actually rendered up to and including the date of termination of the bid award and for which the City is obligated to pay pursuant to the bid award. Payment will be made only upon submission of invoices and proper proof of the bid awardee's claim. This provision in no way limits the remedies available to the City in the event of termination.

(f) Termination Duties- Upon receipt of notice of termination or upon request of the City, the bid awardee shall:

(i) Cease work under the bid award and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the bid award, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the City may require;

(ii) Immediately cease using and return to the City any personal property or materials, whether tangible or intangible, provided by the City to the bid awardee;

(iii) Comply with the City's instructions for the timely transfer of any active files and work product by the bid awardee under the bid award;

(iv) Cooperate in good faith with the City, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

(v) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the bid awardee.

5. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

(a) Bid awardee (or "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

(b) During the performance of this contract, the bid awardee agrees as follows:

(i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(iv) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v.) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

6. ENERGY POLICY AND CONSERVATION ACT STATEMENT

Bid awardee will comply with 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 (Public Law 94-163, 89 Stat.871).

7. CLEAN AIR/ CLEAN WATER STATEMENT (for bids over \$100k)

Bid awardee will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. Bidder certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Bid awardee will immediately notify the City of the receipt of

any communication indicating that any of bid awardee's facilities are under consideration to be listed on the EPA List of Violating Facilities.

8. BID PROTEST PROCEDURES

(a) Any protest shall be in writing and shall be delivered to the City of Mobile Purchasing Agent at the address used for the submission of bids, or by email to Purchasing@CityofMobile.org. Bids may be protested as solicited or as awarded. A protest of a bid solicitation process shall be filed and received by the City individual before the bid due date. Protests of bid award must be filed within seven (7) calendar days after the City's notice of intent to award. All protests shall include the following information:

(i) The name, address, and telephone number of the protestor;

(ii) The signature of the protestor or an authorized representative of the protestor;

(iii) Identification of the bid being protested;

(iv) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents:

(v) The form of relief requested

(b) The City Purchasing Agent will provide a written response to the protest within 14 calendar days from receipt of the protest.

(c) Protesters may appeal the Purchasing Agent decision to the City Attorney in writing not later than seven (7) calendar days after receipt of Purchasing Agent decision. Protests to the City Attorney must be mailed to the following address: City Attorney, City of Mobile, PO Box 1827, Mobile, Alabama 36633-1827. The City Attorney may, at his sole discretion, (a) render a decision and inform the protesting party in writing, or (b) request further information from the protesting party and other parties, which information shall be submitted within ten (10) days of the request. Within ten (10) days of receipt of the requested information, the City Attorney may, at his sole discretion (a) render a decision and inform the parties, or (b) conduct an informal hearing at which the interested parties will be afforded opportunity to present their respective positions with facts and documents in support thereof. Within ten (10) days of such informal hearing, the City Attorney will render a decision, which shall be final, and notify all interested parties in writing

9. CODE OF CONDUCT

(a) No employee, officer, or agent of the City shall participate in selection, award, or administration, to include receipt of products, of a City bid award if conflict of interest, real or apparent, would be involved. Conflicts of interest arise when an employee or agent, or the immediate family, partner, or employer or imminent employer of an employee or agent, has a financial or other interest in the firm considered or selected for the award.

(b) Further, City employees, officers, or agents shall neither solicit nor accept, and bidders shall not offer or provide, gratuities, favors, or anything of monetary value from bidders or potential bidders or parties to sub-agreements.

10. ANTI-LOBBYING CERTIFICATION (For bid awards over \$100,000).

(a). 2 CFR 200 – Appendix II, “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards” is hereby incorporated by reference into this certification

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief that:

(i) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(ii) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(iii) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.

(iv) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

Apply these clauses only if construction bid awards over \$2,000 funded by federal grants.

11. CONSTRUCTION AWARDS – DAVIS-BACON ACT AND COPELAND ANTI KICKBACK ACT

(a) For construction bid awards (or “contracts”), the following Davis-Bacon Act provisions apply:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have

been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the

agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the

classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages

of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Copeland Anti-Kickback provision. Bid awardees and subcontractors may not induce, 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.

(c) Contract Work Hours and Safety Standards Act provisions. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall

require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.



PROCUREMENT DEPARTMENT

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

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

**Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.**

Be sure to sign your bid!

**Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644**

(Request First Delivery)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 9, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Stivers Ford Lincoln Inc for one Ford F350 4x4 super cab pickup truck for Traffic Engineering.

Amount of Contract:

\$56,650.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250827 Stivers Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 2 September 2025
Date

Item No. _____

Submitted by: Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Stivers Ford Lincoln Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Stivers Ford Lincoln Inc for one Ford F350 4x4 super cab pickup truck for Traffic Engineering.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$56,650.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: AL State contract

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, 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>26740</u>	2025	(F7000) MOTOR POOL	ONE FORD F-350 4X4 SUPER CAB PICKUP TRUCK FOR TRAFFIC ENGINEERING (AL STATE CONTRACT)	\$56,650.00	<u>(292393) STIVERS FORD LINCOLN INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026740-00 FY 2025 Acct No: 1000.40.20.3005.2060.3005.0000.0000.45040. Review: Buyer: Status: Released
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Page 1

Vendor STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/01/25	292393				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 FORD F-350 CAB AND CHASSIS 4x4 SUPER CAB AS FOLLOWS: XL 630A, SUPER CAB 4x4, 7.3L V8 GAS ENGINE, 10 SPD AUTO TRANSMISSION, POWER WINDOWS & DOOR LOCKS, KEYLESS ENTRY, CRUISE CONTROL, VINYL FLOORING, VINYL 40/20/40 SEAT, AM/FM RADIO, REDTOOTH, REAR VIEW CAMERA, TRAILER BRAKE CONTROLLER. DUAL REAR WHEEL F350 CREW CAB 4x4 W3H 179 IN WHEELBASE-WITH 60" CA REAR CAMERA PREP KIT SPARE TIRE & WHEEL PLATFORM RUNNING BOARDS TRAILER KBRAKE MCONTROLLER 410 AMP. ALTERNATOR ROOF CLEARANCE LIGHTS 164" WHEELBASE FOR BODY INSTALLATIONS-60" CAB TO AXLE 7.3L V8 GAS ENGINE 3.73 REGULAR AXLE 40/20/40 VINYL SEATS-MEDIUM DARK SLATE (XL) OXFORD WHITE IN COLOR AS PER STATE OF ALABAMA CONTRACT MA23000003416-19 Additional Description Notes ----- FORD F-350 CAB AND CHASSIS 4x4 SUPER CAB AS FOLLOWS: XL 630A, SUPER CAB 4x4, 7.3L V8 GAS ENGINE, 10 SPD AUTO TRANSMISSION, POWER WINDOWS & DOOR LOCKS, KEYLESS ENTRY, CRUISE CONTROL, VINYL FLOORING, VINYL 40/20/40 SEAT, AM/FM RADIO, REDTOOTH, REAR VIEW CAMERA, TRAILER BRAKE CONTROLLER.	1.00 EACH	56306.00000	56306.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026740-00 FY 2025 Acct No: 1000.40.20.3005.2060.3005.0000.0000.45040. Review: Buyer: Status: Released	Page 2
--	--	--------

Vendor STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/01/25	292393				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	UPGRADE TO DUAL REAR WHEEL F350 CREW CAB 4x4 W3H 179 IN WHEELBASE-WITH 60" CA			
	REAR CAMERA PREP KIT			
	SPARE TIRE & WHEEL			
	PLATFORM RUNNING BOARDS			
	TRAILER KBRAKE MCONTROLLER			
	410 AMP. ALTERNATOR			
	ROOF CLEARANCE LIGHTS			
	179" WHEELBASE FOR BODY INSTALLATIONS-60" CAB TO AXLE			
	7.3L V8 GAS ENGINE			
	3.73 REGULAR AXLE			
	40/20/40 VINYL SEATS-MEDIUM DARK SLATE (XL)			
	OXFORD WHITE IN COLOR			

AS REQUESTED BY 2060-TRAFFIC ENG.

1	1000.40.20.3005.2060.3005.0000.0000.45040.	56306.00
---	--	----------

Ship To
 MOTOR POOL - ATTN: ADAM LYNN
 770 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 TRAVESIA AGEE

Deliver To
 MOTOR POOL - ATTN: ADAM LYNN
 770 GAYLE STREET
 MOBILE, AL 36604

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026740-00 FY 2025 Acct No: 1000.40.20.3005.2060.3005.0000.0000.45040. Review: Buyer: Status: Released	Page 3
--	--	--------

Vendor STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/01/25	292393				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
002 FREIGHT	172.00 EACH	2.00000	344.00

Vendor Item
Inventory Item/Loc 14009

1 1000.40.20.3005.2060.3005.0000.0000.45040. 344.00

Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 56650.00

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

Account	Amount	Remaining Budget
1000.40.20.3005.2060.3005.0000.0000.45040.	56650.00	24967.19
TRAFFIC ENGINEERING EXP		
FLEET VEHICLES		

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

Activity Date	Clerk	Comment
CCancelled08/26/25	JOHN PAINE	GL Allocation changed

Contract Header

Contract

Ford Fleet T191 Stivers Ford

Supplier

Stivers Ford Lincoln

Linked Solicitation

Ford Fleet T191 -Bid-

Type

Master Agreement

Contract Code

MA220000003128

Sourcing Number

SRC0000007870

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Kerri	Hines	kerri.hines@purchasing.alabama.gov	334-242-4610

1 Record(s)

Supplier Contact

0 Record(s)

Contract Scope

Organizations

State of Alabama

Contract Validity

Start Date

6/15/2022

End Date

6/14/2026

Documents

- [Stivers Ford Disclosure and E Verify.pdf](#)
- [Updated_Ford-T191_All_T__C_-_5-23-22 \(3\).pdf](#)
- [Master_Agreement_V2 \(5\).pdf](#)

Items

Item Name	Product Code	UOM
Ford Explorer	220000003128-3	40,169.00 Each
Ford Maverick	220000003128-6	26,189.00 Each

- [Ford 2023 Order Bank Opening Updates.pdf](#)
- [Updated Ford_Bid_specs T191 5-23-22.pdf](#)
- [Ordering Summary as of September 26, 2023.docx](#)

Item Name	Product Code		UOM
Ford Transit Cargo Van	220000003128-10	43,337.00	Each
Ford F150 Super Cab 4WD Short Bed	220000003128-13	40,717.00	Each
Ford F150 Super Crew 2WD Short Bed	220000003128-14	38,467.00	Each
Ford F150 Super Crew 4WD Short Bed	220000003128-15	41,911.00	Each
Ford F250 Super Duty Super Cab 2WD	220000003128-16	44,258.00	Each
Ford Diesel Engine Upgrade	220000003128-17	9,756.00	Each
Ford F250 Super Duty Super Cab 4WD	220000003128-18	46,408.00	Each
Ford Diesel Engine Upgrade	220000003128-19	9,756.00	Each
Ford F250 Super Duty Crew Cab 2WD	220000003128-20	45,601.00	Each
Ford Diesel Engine Upgrade	220000003128-21	9,756.00	Each
Ford F250 Super Duty Crew Cab 4WD	220000003128-22	47,738.00	Each
Ford Diesel Engine Upgrade	220000003128-23	9,756.00	Each
Ford F350 Super Duty Super Cab 2WD	220000003128-24	45,162.00	Each
Ford Diesel Engine Upgrade	220000003128-25	9,756.00	Each
Ford F350 Super Duty Super Cab 4WD	220000003128-26	47,518.00	Each
Ford Diesel Engine Upgrade	220000003128-27	9,756.00	Each
Ford F350 Super Duty Crew Cab 2WD	220000003128-28	46,514.00	Each
Ford Diesel Engine Upgrade	220000003128-29	9,756.00	Each
Ford Diesel Engine Upgrade	220000003128-31	9,756.00	Each

Item Name	Product Code		UOM
Ford F350 Super Duty Crew Cab 2WD	220000003128-32	47,546.00	Each
Ford Diesel Engine Upgrade	220000003128-33	9,756.00	Each
Ford F350 Super Duty Crew Cab 4WD	220000003128-34	50,402.00	Each
Ford Diesel Engine Upgrade	220000003128-35	9,756.00	Each
Optional Equipment	220000003128-36	0.00	USD
Vehicle Delivery	220000003128-37	0.00	USD
Ford F350 Super Duty Crew Cab 4WD	220000003129-30	48,870.00	Each



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 9, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Sunsouth LLC for five John Deere Z950R 60in side discharge mowers for Public Services.

Amount of Contract:

\$83,980.75

Funding Source

General fund.

ATTACHMENTS:

1. 20250827 Sunsouth Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 2 September 2025
Date

Item No. _____

Submitted by: Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Sunsouth LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Sunsouth LLC for five John Deere Z950R 60in side
discharge mowers for Public Services.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$83,980.75

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sourcewell cooperative purchasing agreement, not on state contract.

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, 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>28322</u>	2025	(F7000) MOTOR POOL	FIVE JOHN DEERE Z950R 60IN SIDE DISCHARGE MOWERS FOR PUBLIC SERVICES (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$83,980.75	<u>(291912)</u> <u>SUNSOUTH LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028322-00 FY 2025 Acct No: 1000.40.20.2070.2086.2070.0000.0000.45040. Review: Buyer: Status: Approved
--	--

Page 1

Vendor SUNSOUTH LLC 8420 TANNER WILLIAMS RD MOBILE, AL 36608-8316 Tel#251-649-3892 Fax 251-649-3896	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/25	291912				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 JOHN DEERE Z950R 60" SIDE DISCHARGE MOWER AS FOLLOWS: 24x12n12 MICHELIN X TWEEL TURF FOR 54 IN AND 60 IN DECKS 60 IN. SIDE DISCHARGE MOWER DECK FULLY ADJUSTABLE SUSPENSION SEAT W/ARMRESTS (24" HIGH BACK) ALLIED STROBE KIT SHADEPRO CANOPY AS PER SOURCWELL CONTRACT 112624-DAC (PG BT CG 76) AND YOUR QUOTE #33365084 DATED 8-25-2025. Additional Description Notes ----- JOHN DEERE Z950R 60" SIDE DISCHARGE MOWER AS FOLLOWS: 24x12n12 MICHELIN X TWEEL TURF FOR 54 IN AND 60 IN DECKS 60 IN. SIDE DISCHARGE MOWER DECK FULLY ADJUSTABLE SUSPENSION SEAT W/ARMRESTS (24" HIGH BACK) ALLIED STROBE KIT SHADEPRO CANOPY AS REQUESTED BY 2086-PSM	5.00 EACH	16796.15000	83980.75
1 1000.40.20.2070.2086.2070.0000.0000.45040.			83980.75

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028322-00 FY 2025 Acct No: 1000.40.20.2070.2086.2070.0000.0000.45040. Review: Buyer: Status: Approved	Page 2
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Vendor SUNSOUTH LLC 8420 TANNER WILLIAMS RD MOBILE, AL 36608-8316 Tel#251-649-3892 Fax 251-649-3896	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/25	291912				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 83980.75

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

Account	Amount	Remaining Budget
1000.40.20.2070.2086.2070.0000.0000.45040.	83980.75	1.44
PUBLIC SERVICE MAINTENANCE EXP FLEET VEHICLES		

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

Activity	Date	Clerk	Comment
Approved	07/29/25	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	07/29/25	SHONNDA SMITH	
Approved	07/29/25	CHERI BOUCHER	Auto approved by: 910518244
Approved	07/29/25	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	07/29/25	SHONNDA SMITH	
Approved	07/29/25	CHERI BOUCHER	Auto approved by: 910518244
Approved	08/26/25	DONALD ROSE	Auto approved by: 9105paij

Deere and Company

Grounds maintenance

#112624-DAC

Maturity Date: 1/31/2029

Website: Deere.com/Sourcewell 

Sourcewell 
Awarded Contract

[Products & Services](#)[Buy Sourcewell](#)[Documents](#)[Contact Information](#)

Products & Services

Sourcewell contract 112624-DAC gives access to the following types of goods and services:

- Lawn and garden tractors
- Lawn and garden attachments
- Professional zero-turn mowers
- Commercial walk-behind mowers
- Commercial front- and wide-area mowers
- Utility vehicles (UTV)
- Compact utility tractors and loaders
- Rotary cutters
- Golf and turf equipment
- Frontier equipment

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CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 9, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Sunsouth LLC for five John Deere Z970R 72in side discharge mowers for Public Services.

Amount of Contract:

\$93,490.25

Funding Source

General fund

ATTACHMENTS:

1. 20250827 Sunsouth2 Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 2 September 2025 Item No. _____
Date _____

Submitted by: Procurement John Paine, Purchasing Agent
Department Department Head

Sponsored by: William S. Stimpson Mayor
Name Title

Reviewed by: _____
Executive Director

Routing Authorized: James Barber _____
Mayor's Office Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Sunsouth LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Sunsouth LLC for five John Deere Z970R 72in side
discharge mowers for Public Services.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$93,490.25

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sourcewell cooperative purchasing agreement, not on state contract.

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, 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>28327</u>	2025	(F7000) MOTOR POOL	FIVE JOHN DEERE Z970R 72IN SIDE DISCHARGE MOWERS FOR PUBLIC SERVICES (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$93,490.25	<u>(291912)</u> <u>SUNSOUTH LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028327-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Approved
--	---

Page 1

Vendor SUNSOUTH LLC 8420 TANNER WILLIAMS RD MOBILE, AL 36608-8316 Tel#251-649-3892 Fax 251-649-3896	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/25	291912				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 JOHN DEERE Z970R 72" SIDE DISCHARGE MOWER AS FOLLOWS: 24x12N12 MICHELIN X TWEEL TURF FOR 72 IN. DECKS 72 IN. SIDE DISCHARGE MOWER DECK FULLY ADJUSTABLE SUSPENSION SEAT W/ARMRESTS (24" HIGH BACK) ALLIED STROBE KIT SHADEPRO CANOPY AS PER SOURCEWELL GROUNDS MAINTENANCE CONTRACT #112624-DAC (PG BT CG 76) AND YOUR QUOTE 33365084 DATED 8-25-2025 Additional Description Notes ----- JOHN DEERE Z970R 72" SIDE DISCHARGE MOWER AS FOLLOWS: 24x12N12 MICHELIN X TWEEL TURF FOR 72 IN. DECKS 72 IN. SIDE DISCHARGE MOWER DECK FULLY ADJUSTABLE SUSPENSION SEAT W/ARMRESTS (24" HIGH BACK) ALLIED STROBE KIT SHADEPRO CANOPY AS REQUESTED BY 2086-PSM	5.00 EACH	18698.05000	93490.25
1 2000.80.00.0000.0000.0000.0000.47010. E E0154 .CAPEQUIPMT.			93490.25

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028327-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Approved	Page 2
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Vendor SUNSOUTH LLC 8420 TANNER WILLIAMS RD MOBILE, AL 36608-8316 Tel#251-649-3892 Fax 251-649-3896	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/25	291912				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 MOTOR POOL - ATTN: ADAM LYNN
 770 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 TRAVESIA AGEE

Deliver To
 MOTOR POOL - ATTN: ADAM LYNN
 770 GAYLE STREET
 MOBILE, AL 36604

Requisition Link

Requisition Total	93490.25
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E E0154 .CAPEQUIPMT.	93490.25	27748.04

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.47010.	93490.25	1.44

CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER \$5000)

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

Activity	Date	Clerk	Comment
Approved	07/29/25	SHONNDA SMITH	
Approved	07/29/25	CHERI BOUCHER	Auto approved by: 910518244
Approved	07/29/25	BRENDA RHODES	

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028327-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Approved
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Page 3

Vendor SUNSOUTH LLC 8420 TANNER WILLIAMS RD MOBILE, AL 36608-8316 Tel#251-649-3892 Fax 251-649-3896	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/25	291912				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
Approved	07/29/25 TIFFANY HOLLINS	Auto	approved by: 910511034	
Approved	07/29/25 RELYA MALLORY	Auto	approved by: 910511034	
Approved	08/26/25 DONALD ROSE	Auto	approved by: 9105paij	
Approved	08/26/25 SANDRA LEWIS	Auto	approved by: 9105paij	
Approved	08/26/25 STEVEN KRONINGER	Auto	approved by: 9105paij	
Approved	08/26/25 JOHNNIE HARRUB	Auto	approved by: 9105paij	
Approved	08/26/25 SAMANTHA COOLEY	Auto	approved by: 9105paij	
Approved	08/26/25 ANNE FOLEY	Auto	approved by: 9105paij	
Approved	08/26/25 JOHN PAINE			

Authorized By: _____ Date: _____

Signature

Deere and Company

Grounds maintenance

#112624-DAC

Maturity Date: 1/31/2029

Website: Deere.com/Sourcewell 

Sourcewell 
Awarded Contract

[Products & Services](#)[Buy Sourcewell](#)[Documents](#)[Contact Information](#)

Products & Services

Sourcewell contract 112624-DAC gives access to the following types of goods and services:

- Lawn and garden tractors
- Lawn and garden attachments
- Professional zero-turn mowers
- Commercial walk-behind mowers
- Commercial front- and wide-area mowers
- Utility vehicles (UTV)
- Compact utility tractors and loaders
- Rotary cutters
- Golf and turf equipment
- Frontier equipment

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CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 9, 2025

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Budget Amendments Resolution JBE 8-22-2025

REVIEWERS:

Lana Gauthier

Lana Gauthier

RESOLUTION

Sponsored by: Mayor William S. Stimpson

Submitted by: Scott Collins, Executive Director of Finance

WHEREAS, the City of Mobile routinely reviews its city budgets and financial resources; and

WHEREAS, as we near the end of fiscal year 2025 some departments have remaining allocated funds that will not be expended by the end of fiscal year 2025; and

WHEREAS, the new Jimmy Buffet exhibit at the maritime museum has been previously recognized as a favorable investment in tourism; and

WHEREAS, this resolution is to transfer available funds in the fiscal year 2025 general fund budget to the maritime museum for investment in the new Jimmy Buffet exhibit; and

WHEREAS, these transfers and amendments should have no negative impact on the services provided for the remainder of fiscal year 2025 and no operational or budgetary impact on the city's FY 2026 budget, and

THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA,

that the following amendments, reallocations, appropriations and transfers be made to the fiscal year 2025 general fund budget:

Decrease line item 1004 2086 40010 (parks maintenance salaries) by \$300,000.

Decrease line item 1004 2086 41030 (parks maintenance health insurance) by \$200,000.

Increase line item 1004 9070 42080, performance contracts, by \$500,000.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 9, 2025

Submitted by:

Kim Carmody, Director of Parks & Recreation

Sponsored by:

Sandy Stimpson, Mayor

Purpose and Scope of Project:

the sum of \$112,000.00 be transferred from Deferred Revenues Fund (5020.25553) to Capital account C0791 CIP PK Copeland Cox Tennis Center. These funds were received in support of a United States Tennis Association (USTA) grant.

Amount of Contract:

Funding Source

ATTACHMENTS:

1. RESOLUTION-USTA Transfer 8-26-2025

REVIEWERS:

Lana Gauthier

Lana Gauthier

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$112,000.00 be transferred from Deferred Revenues Fund (5020.25553) to Capital account C0791 CIP PK Copeland Cox Tennis Center. These funds were received in support of a United States Tennis Association (USTA) grant.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 9, 2025

Submitted by:

Donald Rose, Senior Director - Chief Procurement Ofc
Jacob Laurence, Operations Manager

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

5 yr contract renewable for 1 addl 5 yr period with Port City Transit, LLC, for transit management services to operate the City of Mobile transit system.

Amount of Contract:

NTE \$12.1M per year

Funding Source

General fund and grant funding as received by City

ATTACHMENTS:

1. 2025 Via Agenda Package

REVIEWERS:

Lana Gauthier
Lana Gauthier

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: September 2, 2025 Item No. _____
Date

Submitted by: Transit Joe Snowden
Department Department Head

Sponsored by: Mayor Stimpson _____
Name Title

Reviewed by: Joe Snowden _____
Executive Director

Routing Authorized: _____
Mayor's Office Date

A brief synopsis and explanation of the following:

PROJECT NAME: Contract with Port City Transit, LLC

PURPOSE & SCOPE OF PROJECT:

5 yr contract renewable for 1 addl 5 yr period with Port City Transit, LLC, for transit management
services to operate the City of Mobile transit system.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: NTE \$12.1M per year.

FUNDING SOURCE:

Budget Item: _____ Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: upon signature

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed Request for Proposals

How many bidders received bid packages (if applicable): 2+internet

How many bidders submitted bids (if applicable): 4

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, an agreement, by and between the City of Mobile and Port City Transit, LLC, for five years, renewable for one additional five-year period without further City Council approval, in a total amount not to exceed \$12,100,000.00 per year, as appropriated funds are available, and to make application for, receive, and expend any such grant or other funds in furtherance of this purposes of this agreement, for services to operate the City of Mobile transit system, as outlined in the agreement attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the Office of the City Clerk.

Adopted:

City Clerk



**CITY OF MOBILE
AGREEMENT BETWEEN OWNER AND SERVICE PROVIDER
FOR A NOT-TO-EXCEED SUM (HEREINAFTER “AGREEMENT”)**

This Agreement made and entered into this _____.

BETWEEN the OWNER (: or “City”)

CITY OF MOBILE
205 Government Street
P. O. Box 1827
Mobile, Alabama 36633

And the SERVICE PROVIDER:

Port City Transit, LLC
114 5th Avenue, Floor 16
New York, NY 10011

City of Mobile Business License No.: 135000

Secretary of State Registration No.: 000-206-733

For the following:

Transit Provider Services
Mobile, Alabama

In Reference to RFP Number: 5963

The OWNER and SERVICE PROVIDER agree as set forth below:

1.1 ENGAGEMENT

1.11 The OWNER hereby engages **Port City Transit, LLC** (the “SERVICE PROVIDER”) as an independent contractor to provide full and comprehensive “turnkey” management, operations, maintenance, logistics, marketing and promotion, innovation planning and implementation, and the provision and integration of end-to-end technology platforms for the Mobile Transit System, together with an integrated ride-share program, encompassing fixed-route, paratransit, and microtransit services within the corporate limits of, and all annexed areas to, the City of Mobile, in accordance with this Agreement and Exhibit A. The Request for Proposals (RFP) dated June 20, 2025, and (with addenda) is incorporated by reference for descriptive/background purposes only; in the event of conflict, this Agreement controls.

1.2 DESIRED RESULT

1.2.1 Establish a long-term engagement with the SERVICE PROVIDER that: (a) optimizes the management and operation of the Mobile Transit System; (b) plans and implements service and technology innovations that increase ridership and improve service quality; (c) delivers services at competitive, fair, and reasonable pricing within the City’s, pre-approved annual budget; and (d) provides ongoing technical support to City staff and elected officials to ensure a compliant, accessible, and inclusive transit.

1.3 SCOPE OF SERVICES

1.3.1 Scope and Compensation. The SERVICE PROVIDER's services are those set forth in this Agreement, Exhibit A and Exhibit B, and further described in the SERVICE PROVIDER's Proposal dated July 25, 2025, which is incorporated for descriptive purposes only. As consideration, and subject to annual City of Mobile appropriation, the OWNER shall pay the SERVICE PROVIDER an annual not-to-exceed amount of Eight Million and 00/100 Dollars (\$8,000,000.00). Additionally, subject to annual Federal Transit Administration appropriation awarded to the City of Mobile, the OWNER shall pay the SERVICE PROVIDER an annual not-to-exceed amount of approximately Four Million One Hundred Thousand and 00/100 Dollars (\$4,100,000.00) (the combined totals constituting the "Annual NTE"). The Annual NTE includes the Monthly Fee; which includes Operating Expenses as defined in §6.1. The SERVICE PROVIDER shall not invoice costs in excess of the Annual NTE without the OWNER's prior written approval. In the event of any conflict among the Proposal, this Agreement, and the RFP (including addenda), this Agreement controls.

1.3.2 The SERVICE PROVIDER's services are as set forth in Exhibit A (Scope of Services). The Fee Proposal dated July 25, 2025 is incorporated solely to establish fees, rates, and payment terms and has been included as a part of the contract document as Exhibit B. In the event of any conflict between the Fee Proposal and this Agreement (including Exhibit A and the RFP with addenda), this Agreement controls.

1.3.3 The Operations Support; Planning and Reporting. The SERVICE PROVIDER shall provide those transit services reasonably required to assist the OWNER in the efficient operation of the Mobile Transit System. At no additional cost, the SERVICE PROVIDER shall furnish periodic written reports (at least monthly) and data-driven recommendations concerning service extensions, route planning, service policies, and fare structures, with the objective of increasing ridership and reducing cost per passenger to the maximum extent feasible and within the OWNER's approved budget. All services and recommendations shall conform to the policies, standards, and procedures established by the OWNER and to all applicable Federal, State, and local laws and regulations (including Title VI, ADA, and FTA requirements). The OWNER retains sole authority to approve or implement any service or fare changes.

1.3.4 The SERVICE PROVIDER represents and warrants that it is duly organized, qualified to do business in Alabama, and properly licensed to perform the services required by this Agreement, and it shall obtain and maintain all required registrations, permits, and approvals throughout the Term. If services are performed through a local operator entity, the SERVICE PROVIDER shall ensure such entity is an appropriately licensed entity formed prior to Notice to Proceed and contractually bound to this Agreement; the SERVICE PROVIDER remains fully responsible for the acts and omissions of any such entity.

1.3.5 THE OPERATING BUDGET; CAPITAL PLANNING; FUNDING CONTINGENCIES

(a) Annual Operating Budget. On or before the deadline established in the City's budget calendar, the SERVICE PROVIDER shall submit a detailed, line-item annual operating budget (the "Annual Operating Budget") for the Mobile Transit System for the upcoming fiscal year, including service levels (fixed-route, paratransit, and microtransit), labor and fringe, fuel and energy assumptions, insurance, maintenance, parts, technology/platform costs, and other anticipated Operating Expenses. The operating budget is subject to the OWNER's written approval and costs invoiced to the OWNER may not be exceeded without a written amendment.

(b) Capital Recommendations. Together with the operating budget, the SERVICE PROVIDER shall submit recommendations and plans for capital improvements, capital fleet, capital equipment, and heavy equipment, identifying estimated costs, proposed funding sources (including any Federal/State

grants), and implementation timelines (the “Capital Recommendations”). The OWNER retains sole discretion over all capital decisions, procurements, and improvements. Capital Fleet Improvements include a material improvement per §2.1(D) in this Agreement and in excess of \$20,000. Unplanned repairs shall be addressed on a case-by-case basis and subject to availability and appropriation of funds.

(c) Annual Funding/NTE. The OWNER’s payment obligation is limited to a Not-to-Exceed annual allocation of Eight Million and 00/100 Dollars (\$8,000,000.00), subject to annual appropriation (the “Annual NTE”). The City may seek up to approximately Four Million, One Hundred Thousand and 00/100 Dollars (\$4,100,000.00) in Federal Transit Administration funding (e.g., Urbanized Area Formula Program, 49 U.S.C. § 5307) or other grants in escalating amounts applicable to the City of Mobile’s eligibility; the SERVICE PROVIDER shall assist the City in preparing supporting materials as requested, but the City is the applicant/grantee. If any such grant funding is not awarded or is awarded in a lesser amount for a term year, the Annual NTE will be reduced dollar-for-dollar to the level of funds actually appropriated and awarded, and service levels will be adjusted accordingly. The OWNER has no obligation to backfill any shortfall absent a signed amendment.

(d) Non-Appropriation; Notices; Reforecast. The OWNER shall promptly notify the SERVICE PROVIDER if the necessary appropriation is not made. The SERVICE PROVIDER reserves the right and has an obligation to adjust services to a level that coincides with the total funding amount for any fiscal year. The SERVICE PROVIDER shall promptly notify the OWNER (and in any event within five (5) business days) if projected expenses indicate a variance that would exceed the approved budget or Annual NTE and shall provide a written mitigation plan or reforecast for OWNER approval prior to implementing said adjustments to the system. The SERVICE PROVIDER shall not invoice costs in excess of the approved budget or Annual NTE without the OWNER’s prior written approval. Any adjustments to the system affecting services to the public shall be communicated to the public by and through the SERVICE PROVIDER.

1.3.6 ADDITIONAL SERVICES; PRIOR WRITTEN AUTHORIZATION REQUIRED

(a) If the SERVICE PROVIDER believes services are needed that are outside the Scope of Services or materially beyond the approved annual budget or service levels, it shall promptly provide the OWNER written notice describing the circumstances and the specific Additional Services proposed.

(b) The notice shall include a detailed proposal stating the scope, deliverables, schedule, staffing, unit rates, and a not-to-exceed price and identifying the funding source.

(c) No Additional Services may commence and no related costs shall be incurred unless and until the OWNER issues a written contract amendment or change order authorizing the work and funding. Costs incurred prior to written authorization are at the SERVICE PROVIDER’s sole risk.

(d) In a bona fide operational emergency, the OWNER’s designated representative may issue email authorization to proceed up to a stated not-to-exceed amount; the parties shall execute a formal amendment within ten (10) business days.

1.3.7 CITY-REQUESTED SUPPLEMENTAL SERVICES (NON-SPECIAL PROJECTS)

(a) From time to time, the OWNER may request services that are outside the current Scope of Services but are not designated as “Special Projects” under §1.3.8. Within ten (10) business days of such request, the SERVICE PROVIDER shall submit a written proposal describing scope, deliverables, schedule, staffing, and a not-to-exceed price based on the agreed rate schedule (with any new rates subject to OWNER approval).

(b) No supplemental services may commence—and no related costs shall be incurred—unless and until the OWNER issues a mutually-agreed written contract amendment or change order authorizing

the work and funding. Costs incurred prior to written authorization are at the SERVICE PROVIDER's sole risk.

(c) Reimbursables (if any) must be pre-approved in writing, billed at actual, reasonable, and necessary costs, and comply with the City's travel and procurement policies; no mark-ups or overheads apply unless expressly approved in the amendment.

(d) If the parties cannot agree on scope, pricing, or schedule within twenty (20) business days after the OWNER's request (or such other period the OWNER specifies in writing), the OWNER may, without penalty, procure such services from others. The SERVICE PROVIDER shall cooperate and coordinate with any third party engaged by the OWNER.

(e) Nothing herein obligates the SERVICE PROVIDER to perform supplemental services absent a mutually executed amendment, nor obligates the OWNER to issue such an amendment. All supplemental services remain subject to annual appropriation and the Agreement's not-to-exceed limitations.

1.3.8 SPECIAL PROJECTS (SEPARATE TASK ORDERS)

(a) From time to time, the OWNER may request discrete services outside the day-to-day management and operations (each, a "Special Project"), which may include, without limitation, Bus Line Inspections (BLI), Comprehensive Operational Analyses (COA) beyond the contracted multimodal integration, Transit Development Programs (TDP), Management Information System (MIS) projects, Operator monitoring services, and other defined initiatives.

(b) Each Special Project shall be authorized only by a written Task Order or separate contract executed by the OWNER and the SERVICE PROVIDER, which will specify the scope, deliverables, acceptance criteria, schedule/milestones, staffing/subcontractors, reporting plan, and pricing (fixed price or time-and-materials with a not-to-exceed amount) and identify the funding source.

(c) No Special Project work shall commence—and no related costs shall be incurred—unless and until the applicable Task Order or contract is fully executed. Special Projects are subject to annual appropriation and do not increase the Annual NTE for operations unless expressly stated in the Task Order.

(d) Work Product and Data. Unless otherwise agreed in the Special Project Task Order, all data, reports, specifications, drawings, software configurations specifically created for a Special Project (excluding the SERVICE PROVIDER's pre-existing IP and tools) shall be the property of the OWNER; the SERVICE PROVIDER grants the OWNER a perpetual, royalty-free license to use any pre-existing IP embedded therein to the extent necessary to use the work product.

(e) Compliance. If Federal or State funds are used, the SERVICE PROVIDER shall comply with all applicable requirements (including 2 CFR Part 200 and FTA flow-downs) and shall impose the same on all tiers of subcontractors.

(f) Reimbursables. Reimbursable expenses, if any, must be pre-approved in writing, billed at actual, reasonable, and necessary cost in accordance with City policy, with no mark-ups unless expressly authorized in the Task Order.

(g) The OWNER may, at its discretion, procure any Special Project from others; the SERVICE PROVIDER shall cooperate and coordinate with any third party engaged by the OWNER. SERVICE PROVIDER shall not be held responsible for any failures or delays caused by OWNER's failure to cooperate or for any inaccurate information provided by or on behalf of the OWNER.

2.1 DEFINITIONS. For purposes of this Agreement, the following terms have the meanings set forth below:

A. Agreement: This instrument (including all Exhibits), the RFP and any addenda, and the SERVICE PROVIDER's Proposal (incorporated for descriptive purposes only), together with other documents enumerated in §7.1. In the event of conflict, the order of precedence is as stated in §7.1.

B. Capital Equipment: Furniture, fixtures, machinery, technology, and equipment—whether new or replacement—used in the operation, maintenance, and management of the City of Mobile transit system. Capital Equipment excludes Capital Fleet.

C. Capital Fleet: Any vehicle or Heavy Equipment used for the operation and management of the City of Mobile transit system, including fixed-route buses, paratransit vehicles, microtransit vehicles, support/service vehicles, and non-revenue vehicles.

D. Capital Fleet Improvement. “Capital Fleet Improvement” means a planned, Owner-approved and appropriated project for a City-owned fleet vehicle (or its major component) that materially extends useful life, increases capacity, or significantly upgrades performance, safety, or regulatory compliance beyond the original specification. Capital Fleet Improvements include, by way of example, mid-life overhauls; major component replacements (e.g., engine, transmission/drive unit, high-voltage battery, braking system, HVAC); structural rebuilds; and technology system upgrades (e.g., fare collection, AVL/MDT) that increases capability and is in excess of \$20,000. A Capital Fleet Improvement must be identified in the City's capital program/budget and authorized in writing by the Owner before work begins.

Exclusions. Capital Fleet Improvements do not include routine or preventive maintenance; wear-item replacements (tires, pads, filters, belts, fluids); corrective repairs that restore the vehicle to baseline condition; body/cosmetic work that does not extend useful life; software patches that do not materially increase functionality; or **unplanned repairs**, regardless of cost, undertaken without prior capital authorization.

E. Capital Improvement: Any permanent structural change, addition, or alteration to real property, or improvements/replacements to mechanical, electrical, plumbing, fuel, or storage systems at City-owned facilities, with an initial cost of \$5,000.00 or more per project. Routine maintenance and repairs with aggregate cost under \$5,000.00 are not Capital Improvements.

F. Facility: Any structure or real property occupied or used by the SERVICE PROVIDER for performance under this Agreement. Facilities may be City-owned or third-party owned, and may be leased or otherwise provided.

G. Heavy Equipment: Equipment that is permanent or difficult to move, including, without limitation, vehicle lifts, forklifts, cranes, sweepers, compressors, or generators.

H. Hourly Service Fee: The fee paid per Vehicle Revenue Hour for each service mode. Separate Hourly Service Fees shall be assigned for fixed-route, paratransit, and microtransit services which shall be set forth in Exhibit B.

I. Inclusive: Compliant with all applicable Federal, State, and local laws, rules, regulations, ordinances, and codes, including nondiscrimination and accessibility requirements (e.g., Title II, Title VI, Title VII, ADA/Section 504).

J. Intellectual Property Rights (IPR): All intellectual property and related rights, including copyrights, database rights, patents, utility models, designs, trademarks, trade names, domain names, trade secrets, know-how, moral rights, applications, registrations, continuations, reissues, and associated goodwill, whether now known or later developed, worldwide.

K. Integrated: A holistically operating system that combines, to the greatest extent practicable, the existing Mobile Transit System with new services, uniform branding and marketing, and Technology consistent with the RFP, the SERVICE PROVIDER’s Proposal dated July 25, 2025 (to the extent not in conflict with this Agreement), and OWNER-approved modifications.

L. Local Operator Entity (or “Local Operator”): means a corporation or limited liability company that is directly or indirectly wholly owned and controlled by the SERVICE PROVIDER and designated to employ personnel and perform day-to-day operating services under this Agreement on the SERVICE PROVIDER’s behalf. The Local Operator shall have no ownership, lien, or security interest in any City assets or Transit Revenue, and its use of City property is limited to performing the Services. The SERVICE PROVIDER remains fully responsible and liable for all acts and omissions of the Local Operator.

M. Marks: means any name, word, slogan, tagline, symbol, logo, logotype, emblem, icon, design, trade dress, color scheme, or other brand identifier used to identify or distinguish goods or services, together with any trade name, service mark, trademark, domain name or URL, social-media handle, and application/store-listing title or icon, and all translations, transliterations, abbreviations, variations, and derivative works thereof, whether registered or unregistered, including all applications, registrations, renewals, and associated goodwill. *For clarity, typographic treatments and typefaces are included only to the extent designated as brand elements in the Brand Guidelines (Exhibit D).*

M-1. City Marks: the Marks owned or controlled by the City for the Mobile transit system, including **THE WAVE** word and stylized marks and associated brand assets identified in the Brand Guidelines (Exhibit D).

M-2. Service Provider Marks: the Marks owned or controlled by the Service Provider, excluding the City Marks.

M-3. Brand Guidelines: the document titled *City of Mobile — Brand Guidelines (Exhibit D)* — *THE WAVE Transit System*, as updated by the City from time to time under §6.8.4.

N. Mobile Transit System (the “Transit System”): The public transit services provided by the SERVICE PROVIDER, including additions, extensions, and changes thereto, encompassing fixed-route, paratransit, and microtransit services (collectively, “multimodal”), together with all associated assets required for efficient operation.

O. Monthly Fee: The amount invoiced in arrears for the prior month, consisting of the agreed upon fees as set forth in Exhibit B, which shall include all Operating Expenses, all within the then-applicable Annual Not-to-Exceed amount and other limits in §6.1.

P. Operating Expenses: “Operating Expenses” means the reasonable, necessary, and documented costs directly incurred by the SERVICE PROVIDER to operate the Mobile Transit System during the Term, and included in the monthly fee, consisting of the following categories:

1. **Labor Costs** – Wages, salaries, and current fringe/benefit contributions for operating personnel, together with employer payroll taxes and other legally mandated employment contributions.
2. **Facilities and Insurance** – Rent, equipment and vehicle leases, utilities, association dues, ordinary permits/fees, and insurance premiums and deductibles **approved in writing by the OWNER.**

3. **Operations and Maintenance** – Fuel, energy, supplies, routine repairs, replacement parts, and preventive or corrective maintenance necessary to maintain safe and reliable operations.
4. **Other Direct Costs** – Other documented, direct expenses reasonably required for day-to-day operations of the Mobile Transit System, **provided that such expenses are pre-approved in writing by the OWNER.**

Operating Expenses shall **not include** (a) any capital costs or Capital Fleet Improvements, (b) extraordinary legal, regulatory, or settlement costs, (c) penalties, fines, or sanctions imposed by governmental authorities, (d) costs of compliance with foreign access or breach incidents under §6.8.2(m), (e) SERVICE PROVIDER abuse, negligence, willful misconduct, or failure to follow City-approved policies causing damage to City assets (are borne by the SERVICE PROVIDER **regardless of amount** and are **not** reimbursable), or (f) any other cost incurred at the sole discretion of the SERVICE PROVIDER without prior written OWNER approval. All Operating Expenses are incurred at the SERVICE PROVIDER's sole risk.

Q. Safety-Sensitive: In reference to and as defined by 49 C.F.R. Part 655.

R. Technology: Software, systems, platforms, interfaces, equipment, methods, and related support services used to monitor, operate, maintain, and/or manage the Transit Network. (Ownership and licensing, and Transit Data rights, are addressed elsewhere in this Agreement.)

S. Term: The period beginning on the Notice to Proceed (or Effective Date, as applicable) and continuing as provided in §3.1.

T. Transit Network: The Transit System together with all associated Technology used in connection with planning, scheduling, dispatch, communications, fare collection, customer service, safety, maintenance, and reporting.

U. Vehicle Hour: The hours during which a vehicle is staffed by an operator for contracted services, including layover/recovery, but excluding operator training, maintenance testing, administrative time, and deadhead unless otherwise approved in writing.

V. Vehicle Revenue Hour: The hours a vehicle is scheduled to or actually operates in revenue service. Vehicle Revenue Hours include layover/recovery time but exclude operator training, maintenance testing, deadhead, and any other non-revenue use of Capital Fleet.

W. Working Funds: (Mobilization Advance) means a one-time advance in the amount of \$100,000.00, payable by the OWNER to the SERVICE PROVIDER to fund start-up mobilization activities (e.g., local team onboarding, facility set-up, branding, technology implementation and integrations) in accordance with the accepted proposal, dated July 25, 2025. The Working Funds are an advance only, do not increase any annual or contract Not-to-Exceed amounts, and shall be credited against Monthly Fee invoices until fully exhausted.

X. Annual Not-to-Exceed (Annual NTE): The maximum total amount payable by the City for a fiscal year, subject to annual appropriation, as established in §1.3.5 and §6.1.

Y. Transit Data: All data created, collected, processed, stored, or maintained in performing this Agreement—including scheduling, AVL/telemetry, ridership, fares/revenue, safety/incident, maintenance, customer service, call center, mutually agreed to KPI, and performance data—excluding the SERVICE PROVIDER's pre-existing intellectual property. (Ownership, access, security, retention, and export are governed by §6.8 and related provisions.)

3.1 COMMENCEMENT; TERM; RENEWAL; FUNDING CONTINGENCY; TERMINATION

(a) Effective Date; Commencement; Limited Pre-NTP Authorization. Upon full execution, this Agreement shall be deemed effective as of October 1, 2025 (the “Effective Date”). Services (including operational work and billing) shall commence only upon the City’s written Notice to Proceed (“NTP”) issued by the OWNER Representative. A Notice of Intent or Memorandum of Understanding does not authorize performance unless it expressly states that it is a Limited Notice to Proceed (Mobilization) and identifies the specific pre-NTP activities, duration, and compensation. Any work performed before NTP without such written authorization is at the SERVICE PROVIDER’s sole risk and expense. Issuance of NTP is conditioned on the SERVICE PROVIDER’s satisfaction of applicable preconditions (including insurance under §8, required licenses/registrations, and any Local Operator deliverables under §4.1.1). No compensation accrues prior to NTP except as expressly authorized (e.g., Working Funds under §6.1.2 or a Limited NTP”).

(b) Initial Term. The initial term is five (5) years from the Effective Date, unless earlier terminated as provided herein.

(c) Renewal (City Option Only). At the OWNER’s sole option, this Agreement may be extended for one (1) additional five-year term. The OWNER must provide written notice of renewal at least ninety (90) days prior to the expiration of the Initial Term. Upon such notice, the SERVICE PROVIDER shall continue performance under the same terms and conditions, subject to annual appropriation, during renewal term.

(d) Funding Contingency. This Agreement is subject to annual appropriation. If funds are not appropriated for any subsequent fiscal year, the Agreement will terminate at the end of the then-current fiscal year without penalty or further obligation.

(e) Termination for Convenience (City Only). The OWNER may terminate this Agreement, in whole or in part, for convenience upon sixty (60) days’ written notice to the SERVICE PROVIDER. The SERVICE PROVIDER shall not have a reciprocal right to terminate for convenience. Upon termination by the OWNER, the SERVICE PROVIDER shall be paid for conforming services performed through the effective date of termination, but shall not be entitled to lost profits, unabsorbed overhead, or consequential damages.

Extraordinary Cost Adjustment. In the event of a material, unforeseeable, and extraordinary increase in OWNER-approved Operating Expenses during the Term that causes the total cost of providing the service to increase by more than 10% of the annual appropriation for more than Ninety (90) Days, caused solely by external factors outside the SERVICE PROVIDER’s reasonable control (including, without limitation, changes in law, tariffs, or other governmental action), the SERVICE PROVIDER may submit a written request for an equitable adjustment to the Annual Operating Budget. The request must be supported by detailed documentation (drivers, calculations, and offsetting efficiencies). Any approved adjustment will be prospective only, may not exceed appropriated funds, and must be documented in a written amendment executed in compliance with applicable law. The OWNER, in its sole discretion and subject to applicable law, may:

1. Approve the request in whole or in part;
2. Propose an alternative adjustment or temporary relief measure; or
3. Decline the request, in which case the OWNER may exercise its right of termination for convenience under this Section.

Any approved adjustment must be documented in a written amendment executed in compliance with Alabama competitive bid and procurement laws.

(f) Termination for Cause (Provider). The SERVICE PROVIDER may terminate for the City's material breach that remains uncured thirty (30) days after written notice specifying the breach.

(g) Transition. Upon expiration or termination, the SERVICE PROVIDER shall provide up to Thirty (30) days of orderly transition assistance, including data export and cooperation with any successor, at no additional cost beyond amounts otherwise due under this Agreement and compliance with the Technology Continuity obligations set forth in §6.8.1(j). Transition assistance shall include delivery of all Transit Data, API/interface documentation, configuration materials, and other items required by §6.8.1(j). All such transition services shall be performed in good faith and without impairment of the OWNER's ability to maintain uninterrupted operations of the Mobile Transit System (See §16).

4.1 PRIME CONTRACTOR; OPTIONAL LOCAL OPERATOR

4.1.1 (a) Prime Contractor; Full Responsibility. The SERVICE PROVIDER (parent company) remains the sole contracting party and is fully responsible and liable for all obligations under this Agreement, regardless of whether it uses an affiliated entity to perform any portion of the Services.

(b) Optional Use of Local Operator. At the SERVICE PROVIDER's election, and with the OWNER's prior written consent (not unreasonably withheld), the SERVICE PROVIDER may perform some or all day-to-day operating Services through a Local Operator Entity (as defined in §2.1(l)) that is directly or indirectly wholly owned and controlled by the SERVICE PROVIDER.

(c) Condition Precedent to Local Operator Performance (not to NTP). If the SERVICE PROVIDER elects to use a Local Operator, then before the Local Operator begins performing any Services (but not as a condition to Notice to Proceed for the Agreement as a whole), the SERVICE PROVIDER shall ensure that the Local Operator: (i) is duly formed under Alabama law or duly qualified to do business in Alabama and in good standing; (ii) has obtained an EIN, all required registrations, permits, and approvals, and a City of Mobile business license; and (iii) has delivered the documents listed in subsection (f).

(d) Joinder/Assumption. Prior to any Local Operator performance, the SERVICE PROVIDER shall deliver a Joinder and Assumption Agreement executed by the Local Operator, under which the Local Operator agrees to be bound by and to perform the obligations applicable to the Services it undertakes, without releasing the SERVICE PROVIDER.

(e) Parent Guaranty (at Owner's option). At the OWNER's request, the SERVICE PROVIDER shall deliver a Parent Guaranty of the Local Operator's obligations, in a form reasonably acceptable to the OWNER.

(f) Organizational Deliverables. Before the Local Operator begins work, the SERVICE PROVIDER shall provide: formation/qualification documents, certificates of existence/good standing, governing resolutions authorizing execution, insurance certificates and endorsements required by §8 that expressly list both the SERVICE PROVIDER and the Local Operator, and any other documents reasonably requested by the OWNER.

(g) Employer of Record; No City Employment; No Successor/Joint Employer. The Local Operator and/or the SERVICE PROVIDER (as applicable) shall be the sole **employer of record** for all personnel required to perform the Services. No employee, agent, or contractor of the SERVICE PROVIDER or the Local Operator shall be deemed an employee of the City for any purpose, and nothing in this Agreement shall be construed to create a **joint-employer, co-employer, or successor-**

employer relationship with the City. Any City right to interview, review, or approve key personnel is solely for **contract administration** and does not create or imply an employment relationship.

(g)(1) Employment Liabilities. The SERVICE PROVIDER is exclusively responsible for **all** liabilities and obligations related to its workforce, including without limitation: recruitment and hiring; wages and overtime; payroll taxes and withholdings; benefits and benefit plan funding/administration; workers' compensation; unemployment contributions; leaves of absence; workplace safety and OSHA compliance; immigration compliance (including E-Verify); discipline and discharge; and compliance with applicable employment, labor, civil rights, and nondiscrimination laws. The City shall have **no responsibility** for any such liabilities or costs.

(g)(2) Legacy/Previously Accrued Leave — No Assumption. The Parties acknowledge that certain individuals may have accrued but unpaid or unused vacation, sick leave, or similar benefits with a **prior service provider** (the "**Previous Provider**") for service rendered **before the Transition Date** (the "**Legacy Period**"). Any payout or liability for such **Previously Accrued Leave** remains the **sole responsibility of the Previous Provider**, and is **not** an obligation of the City or of the SERVICE PROVIDER under this Agreement, unless the City expressly agrees **in a written Change Order** to fund a specific assumption and appropriates the funds. Hiring any former employees of the Previous Provider **does not** constitute an assumption of Legacy Period liabilities, and the SERVICE PROVIDER is not required to recognize prior service credit for tenure, leave accrual, or benefits **except as required by Law or expressly approved in writing by the City**.

(g)(3) No Third-Party Rights. This Section creates **no third-party beneficiary** rights in any individual, union, or prior or current employer.

(g)(4) Employment Claims Indemnity. To the fullest extent permitted by Law, the SERVICE PROVIDER shall **defend, indemnify, and hold harmless** the City and its officials, officers, agents, and employees from and against any and all claims, demands, damages, liabilities, penalties, fines, back pay, liquidated damages, interest, attorneys' fees, and costs arising out of or relating to: (i) employment or labor claims by the SERVICE PROVIDER's or Local Operator's personnel (including under FLSA, FMLA, Title VII, ADA, ADEA, OSHA, NLRA, WARN, state analogs, or workers' compensation/unemployment laws).

(g)(5) Definitions. "**Transition Date**" means the effective cutover date on which the SERVICE PROVIDER commences operational responsibility under this Agreement. "**Previously Accrued Leave**" means any accrued but unpaid/unused vacation, sick leave, PTO, or similar benefit earned by an employee during the Legacy Period while employed by the Previous Provider.

(h) Insurance. The Local Operator shall be scheduled as a Named Insured (or otherwise covered entity) on the required policies, which shall meet or exceed §8. All required liability policies shall name the City of Mobile as Additional Insured on a primary and non-contributory basis and include a waiver of subrogation in favor of the City. Certificates/endorsements shall identify both the SERVICE PROVIDER and the Local Operator.

(i) Flow-Downs; Audit. The Local Operator shall comply with and is directly bound by the Agreement's flow-down obligations, including §6.7 (Audit/Inspection/Retention), §7.2 (Federal requirements/Uniform Guidance), §6.8.4 (Marks; Branding; Publicity) and the Brand Guidelines (Exhibit D), §8 (Insurance), §17 (Confidentiality), §18 (Non-Discrimination/Civil Rights/DBE), and §19 (Immigration/E-Verify), together with any applicable FTA requirements. The City's audit/inspection rights under §6.7 extend to the Local Operator.

(j) No Asset or Revenue Rights; No Liens. The Local Operator acquires no right, title, or interest in City assets, facilities, equipment, software, data, or Transit Revenue, and shall not assert any lien or security interest in connection with the Services. Any City property or Transit Revenue handled by the Local Operator shall be held and administered solely on the City's behalf in accordance with §6.4 and §6.6, without commingling.

(k) Not an Assignment/Novation. Use of a Local Operator under this §4.1.1 does not constitute an assignment, transfer, or novation. The SERVICE PROVIDER remains the sole contracting party and is responsible for all acts and omissions of the Local Operator.

4.1.2 GENERAL MANAGER

The SERVICE PROVIDER shall furnish a full-time, on-site General Manager ("GM") for the entire Term. The GM (initial and any replacement) is subject to the OWNER's prior written approval (not unreasonably withheld). The SERVICE PROVIDER is solely responsible for the GM's compensation, supervision, and performance and for all other personnel engaged under this Agreement.

(a) Qualifications & Compliance. The GM shall (i) reside in the Mobile area; (ii) devote 100% of working time to operation and management of the Mobile Transit System unless the OWNER's designated representative approves otherwise in writing; (iii) meet experience and certification requirements appropriate to fixed-route, paratransit, and microtransit operations; (iv) pass background and motor-vehicle record checks; and (v) ensure compliance with applicable Federal, State, and local requirements, including FTA Drug & Alcohol (49 C.F.R. Part 655) and PTASP/SMS (49 C.F.R. Part 673).

(b) Changes; Succession. The SERVICE PROVIDER shall give the OWNER at least fifteen (15) days' prior written notice of any proposed change in the GM and shall provide a qualified interim manager to ensure continuity. A succession plan and 24/7 contact information shall be maintained and provided to the OWNER upon request.

(c) Removal & Replacement. If the OWNER identifies performance issues, the SERVICE PROVIDER shall submit a corrective action plan within ten (10) business days of notice. If issues persist—or in cases involving safety, security, harassment, fraud, or similar material concerns—the OWNER may require immediate removal, and the SERVICE PROVIDER shall provide an interim replacement within ten (10) business days and a permanent replacement acceptable to the OWNER within sixty (60) days. The SERVICE PROVIDER may request approval for the interim general manager to be in place for a longer period, and the OWNER will consider such request and if it deems acceptable, provide approval in writing.

4.1.3 KEY PERSONNEL; ADDITIONAL RESIDENT MANAGEMENT; NO RESTRICTION ON CITY HIRING

(a) At the OWNER's request, the SERVICE PROVIDER shall assign additional resident management personnel (e.g., operations, maintenance, safety, customer service) with qualifications commensurate with their roles. Résumés and roles shall be submitted to the OWNER for prior written approval (not unreasonably withheld) for up to 5 of these key personnel roles at the OWNER's discretion, inclusive of the General Manager.

(b) The SERVICE PROVIDER shall maintain staffing levels, qualifications, and supervision sufficient to meet service requirements and mutually agreed to KPIs and shall promptly replace any key personnel upon the OWNER's written request for reasonable cause, solely with respect to the five (5) roles that must be pre-approved per Section 4.1.3(a) above.

(c) All such personnel are employees or subcontractors of the SERVICE PROVIDER/Local Operator;

the SERVICE PROVIDER is solely responsible for compensation, benefits, and compliance (including background checks, MVR, and FTA/ADA requirements).

(d) No Restriction on City Hiring. Nothing in this Agreement restricts the OWNER's ability to recruit, solicit, or hire any individual, except for the current local General Manager, who the City commits to not soliciting for hire for one calendar year after termination of the Agreement. Any vendor non-solicitation or no-hire provision is expressly inapplicable.

4.1.4 LABOR RELATIONS; EMPLOYMENT RESPONSIBILITIES

(a) Employer of Record. The SERVICE PROVIDER (and/or the Local Operator) is the sole employer of all personnel performing the services and is exclusively responsible for wages, benefits, withholdings, and compliance with all applicable laws (including FLSA, Title VII, ADA, FMLA, NLRA, OSHA, E-Verify/immigration, and—if applicable—CDL/FMCSR, FTA Drug & Alcohol, 49 C.F.R. Part 655, and PTASP/SMS, 49 C.F.R. Part 673).

(b) Collective Bargaining / Employment Agreements. Any proposed collective bargaining agreement, employment agreement, side letter, MOA, or amendment that materially affects cost, staffing, service levels, or compliance shall be submitted to the OWNER for prior written approval before execution. No such agreement may (i) bind or name the City as a party, (ii) create City obligations or third-party beneficiary rights, or (iii) restrict the City's rights to procure, transition, or operate the Transit System, except to the extent required by applicable law (including 49 U.S.C. § 5333(b)).

(c) Cost Control. The SERVICE PROVIDER shall not agree to any term that would increase costs beyond the approved budget or Annual Not-to-Exceed (NTE) without the OWNER's prior written amendment. Any unapproved increase is at the SERVICE PROVIDER's sole expense.

(d) Notice and Contingency Planning. The SERVICE PROVIDER shall immediately, and in no event later than twenty-four (24) hours, notify the OWNER in writing upon learning of any actual or threatened labor dispute, work stoppage/slowdown, picketing, strike, lockout, or grievance that may delay or disrupt performance. Within forty-eight (48) hours (or sooner if requested), the SERVICE PROVIDER shall provide a written contingency plan acceptable to the OWNER to maintain required service levels.

(e) Subcontractors. The SERVICE PROVIDER shall flow down the requirements of this Agreement to all tiers of subcontractors and remains fully responsible for their compliance.

(f) Indemnity. To the extent caused by the acts or omissions of the SERVICE PROVIDER or its subcontractors, the SERVICE PROVIDER shall defend, indemnify, and hold harmless the City from claims, penalties, and liabilities arising out of employment or labor matters, except to the extent caused by the City's negligence or willful misconduct.

4.1.5 PERFORMANCE CONCERNS; CORRECTIVE ACTION; REMOVAL AND REPLACEMENT

(a) Notice and Meeting. If the OWNER identifies performance issues with the General Manager ("GM"), the OWNER may notify the SERVICE PROVIDER in writing. Within five (5) business days of notice, the SERVICE PROVIDER shall meet with the OWNER's representative and, within ten (10) business days, submit a written Corrective Action Plan (CAP) with specific measures and deadlines.

(b) Immediate Removal for Cause. For issues involving safety, security, harassment, fraud, willful misconduct, or similar material concerns, the OWNER may require immediate removal of the GM.

(c) Interim and Permanent Replacement. If removal is required or the CAP is rejected or not met,

SERVICE PROVIDER shall provide a qualified interim GM within ten (10) business days and a permanent replacement acceptable to the OWNER within **sixty (60) days**. The OWNER's approval shall not be unreasonably withheld.

(d) No Service Degradation/No Cost Increase. SERVICE PROVIDER shall ensure continuity of operations during any transition and shall bear all costs associated with replacement; no additional cost to the OWNER.

(e) Material Breach. Failure to timely provide and implement an acceptable CAP or to furnish an interim/permanent replacement as required constitutes a material breach.

4.2 OWNER/SERVICE PROVIDER REPRESENTATIVES

4.2.1 OWNER's Representative. The Executive Director of Finance (or successor title) is the OWNER's authorized representative for this Agreement (the "OWNER's Representative"). The OWNER may change the OWNER's Representative by written notice to the SERVICE PROVIDER. The OWNER's Representative is the primary point of contact and may issue written directions, approvals, and determinations required under this Agreement; however, the OWNER's Representative has no authority to modify this Agreement, increase compensation, extend time, or issue change orders except as expressly authorized in writing by the OWNER. All notices, submittals, and requests for approval shall be directed to the OWNER's Representative (with copies as the OWNER may designate). In an operational emergency, email authorization from the OWNER's Representative may be relied upon to proceed up to a stated not-to-exceed amount, subject to formal confirmation within ten (10) business days.

4.2.2 SERVICE PROVIDER'S REPRESENTATIVE IN CHARGE

Firm Name:	Port City Transit, LLC
Address:	114 5 th Avenue, Floor 16, New York, NY, 10011
Phone Number:	(914)943-8478
Email address:	michael.vaccarino@ridewithvia.com
Name:	Michael Vaccarino

4.2.3 PERSONNEL QUALIFICATIONS; KEY PERSONNEL CHANGES

(a) The SERVICE PROVIDER shall ensure that all **personnel** (including subcontractor personnel) assigned to this Agreement are **properly qualified, licensed/certified**, trained, and capable of performing their assigned duties in compliance with this Agreement and all applicable laws and regulations.

(b) Key Personnel. The SERVICE PROVIDER's **Key Personnel** (as identified in the accepted Proposal) are subject to the **OWNER's prior written approval**.

(c) Changes/Substitutions. The SERVICE PROVIDER shall not reassign, replace, or substitute any Key Personnel **without the OWNER's prior written approval** (not unreasonably withheld). For planned changes, provide at least **fifteen (15) days' prior written notice** with résumés and qualifications of proposed replacements. For unplanned separations, provide **immediate written notice**, assign a **qualified interim** within **ten (10) business days**, and propose a permanent replacement within **sixty (60) days**.

(d) Background/Safety Compliance. All safety-sensitive personnel, as defined by FTA regulations and in §2.1(Q), shall satisfy background screening, motor-vehicle record checks, and pre-employment and ongoing drug and alcohol testing consistent with 49 C.F.R. Part 655. The

SERVICE PROVIDER shall also ensure compliance with all applicable safety training and qualification requirements, including those mandated under the Public Transportation Agency Safety Plan (PTASP) and Safety Management System (SMS) standards in 49 C.F.R. Part 673.

Background screening shall include, at a minimum, verification of employment eligibility, review of criminal history, and compliance with all federal and state requirements for working with vulnerable populations. All costs of compliance under this Section shall be borne solely by the SERVICE PROVIDER. The SERVICE PROVIDER shall maintain records of all screenings, checks, and testing, and shall make such records available to the OWNER or its designee upon request for purposes of audit or verification.

(e) Continuity; No Added Cost. The SERVICE PROVIDER shall maintain staffing levels and continuity sufficient to meet service requirements and post-planning KPIs. Personnel changes shall **not** impair performance or increase cost to the OWNER.

(f) Removal on Request. For reasonable cause (including performance, safety, or conduct), the OWNER may request removal of any personnel. The SERVICE PROVIDER shall promptly remove and replace such personnel in accordance with this section.

(g) Contacts/Org Chart. The SERVICE PROVIDER shall keep current and provide upon request an organizational chart, Key Personnel résumés, and 24/7 emergency contact information.

4.3 NOTICES

4.3.1 Notice to the SERVICE PROVIDER means notice in writing (for which email shall be deemed acceptable) addressed to the individual listed above and the local General Manager, if not one and the same, delivered to 1224 West Interstate 65 Service Rd S, Mobile, AL 36609. Notice to the OWNER means notice in writing addressed to City of Mobile Finance Dept. Operations Manager, 205 Government Street, 4th Floor, South Tower, RM 427, Mobile, Alabama 36602. OWNER and SERVICE PROVIDER shall provide written notice to the other regarding changes or updates to contact information, physical addresses, and email recipients, so that any/all Notices can be routed to current representatives of each organization respectively.

(a) Addresses. All notices required or permitted under this Agreement shall be in writing and delivered to the following (or to such other address/recipient as a party designates by notice):

To the OWNER:

City of Mobile – Finance Administration Department
Attn: Executive Director of Finance (OWNER's Representative)
205 Government Street, 4th Floor, South Tower, Room 468
Mobile, Alabama 36602

Email: laurencej@cityofmobile.org

With a copy to:
City of Mobile – City Attorney
205 Government Street
Mobile, Alabama 36602

Email (for courtesy copy): legaldepartment@cityofmobile.org

To the SERVICE PROVIDER:

At the address and email set forth in §4.2.2 (and, for courtesy copy, to the General Manager at the address listed in §4.3.1, paragraph 1).

(b) Permitted Methods; Effectiveness. Notices may be delivered by (i) personal delivery; (ii) certified mail, return receipt requested, postage prepaid; (iii) a nationally recognized overnight courier; or (iv) email in searchable PDF to the listed notice email(s) with confirmation of receipt (reply email, read receipt, or other written acknowledgment). Notices are effective when received (or, if sent by certified mail, on the date shown on the return receipt; if by overnight courier, on the courier's delivery date). Email alone is sufficient only upon written confirmation of receipt.

(c) Routine Communications. Day-to-day operational communications, submittals, and approvals may be made by email or through a City-approved project portal and do not constitute "notice" unless expressly stated as such.

(d) Change of Address/Recipient. Either party may change its notice address or recipient by giving notice under this Section.

(e) Form. Each notice shall reference this Agreement's title and number. Failure to send a required copy does not invalidate notice, but the sending party shall promptly provide any omitted copy upon discovery.

5.1 ADVISORY AND TECHNICAL ASSISTANCE

5.1.1 ADVISORY AND TECHNICAL ASSISTANCE; TRAVEL REIMBURSEMENT

(a) Included Support. The SERVICE PROVIDER shall, at no additional charge beyond the compensation provided under this Agreement, furnish advisory and technical assistance reasonably required to support the General Manager and the operation of the Mobile Transit System, including assistance with planning, scheduling, safety, training, maintenance practices, customer service, labor relations strategy, KPI reporting, and grant/reporting compliance.

(b) No Legal Representation of City. Advisory and technical assistance may include subject-matter experts and the SERVICE PROVIDER's internal resources; however, the SERVICE PROVIDER (including its in-house counsel) shall not provide legal services to, or create an attorney-client relationship with, the City. Any legal services for the City shall be provided only by or through the City Attorney and outside counsel retained pursuant to §11.1. The SERVICE PROVIDER may not negotiate or resolve grievances or labor disputes as counsel for the City.

(c) No Substitution for Authorized Changes. Advisory assistance under this §5.1 shall not be used to perform Additional Services or Special Projects without written authorization under §§1.3.6–1.3.8.

6.1 COMPENSATION SCHEDULE

6.1.1 Monthly Fee; Annual NTE; Invoicing; Payment. Subject to annual appropriation and the terms of this Agreement, the OWNER shall pay the SERVICE PROVIDER a Monthly Fee billed in arrears for services performed in the prior month. The SERVICE PROVIDER shall submit separate proper invoices for each funding type (i.e., City Fund allocation or Federal Transit Administration allocation) no earlier than the first (1st) business day and no later than the tenth (10th) calendar day of the month following performance. "Proper invoice" means a summary invoice in a form approved by the OWNER, consistent with OWNER's audit and inspection rights, and certified by the SERVICE PROVIDER as accurate and in compliance with this Agreement. The Monthly Fee for any month shall not exceed one-twelfth (1/12) of the then-applicable Annual Not-to-Exceed (NTE), and the total of Monthly Fees in any fiscal year shall not exceed the Annual NTE for that year,

unless the OWNER expressly authorizes otherwise in writing. Subject to annual appropriation and receipt of a proper invoice, the OWNER will pay undisputed amounts within thirty (30) days and may withhold disputed portions pending resolution in accordance with §6.1.6. The SERVICE PROVIDER's Proposal dated July 25, 2025 is incorporated solely to establish rates/fees; in the event of conflict, this Agreement controls. The parties agree that, provided that the total does not exceed the permissible Monthly Fee, certain costs incurred in the provision of the services will be identified in the invoice and treated as a pass-through without mark-up. Examples of such costs may include, but are not limited to fuel and vehicle wraps (as discussed in Section 6.8.4). **Invoice Labels Do Not Create Rights.** Any invoice label or notation used by the SERVICE PROVIDER (including "pass through" or similar) does not (i) convert any included cost into a reimbursable charge that authorizes payment beyond the Monthly Fee or Annual NTE, or (iii) create any index, surcharge, or true-up.

6.1.2 WORKING FUNDS (MOBILIZATION ADVANCE); CONDITIONS; CREDITS; CLOSE-OUT

- (a) Conditions to Payment. Subject to (i) full execution of this Agreement, (ii) delivery of a written Mobilization Plan and Schedule aligned to Exhibit A and reasonably acceptable to the OWNER, (iii) evidence of local team mobilization (e.g., GM assignment/offer, key recruiting plan, facility LOI/lease or equivalent arrangements), and (iv) receipt of a proper invoice, the OWNER shall pay the Working Funds in the amount of \$100,000.00.
- (b) Nature; No Increase to NTE. The Working Funds are a prepayment/advance only and shall not increase any Annual or Contract Not-to-Exceed amounts, are not a separate fee, and are not treated as Operating Expenses except to the extent credited against eligible invoiced amounts under this Agreement.
- (c) Credits/Offsets. The Working Funds shall be applied as a credit on the SERVICE PROVIDER's first Monthly Fee invoice(s) and, if necessary, pro-rata across subsequent Monthly Fee invoices, until fully exhausted. The credit shall be fully applied no later than the earlier of twelve (12) months after payment or the end of Contract Year 1. Each invoice showing a credit shall include a separate line item labeled "Working Funds Credit" and reflect the remaining balance.
- (d) Use; Documentation; Audit. The Working Funds may be used solely for documented mobilization activities identified in Exhibit A. The SERVICE PROVIDER shall maintain itemized records of the application of the Working Funds with supporting documentation; such records are subject to inspection and audit under §6.7.
- (e) Non-Commencement; Default. If Services do not commence within [90] days after the Effective Date for reasons within the SERVICE PROVIDER's control, or if this Agreement is terminated for the SERVICE PROVIDER's default, any uncredited balance of the Working Funds and any portion not supported per subsection (d) shall be refunded to the OWNER within thirty (30) days after notice. The OWNER may alternatively set off such amounts under §6.1.6(c).
- (f) Owner Convenience Termination (Before Full Credit). If the OWNER terminates for convenience before the Working Funds are fully credited, the uncredited balance shall be applied as a credit against amounts otherwise due at close-out. If the credit exceeds amounts otherwise due, the SERVICE PROVIDER shall refund the excess of the uncredited balance over the SERVICE PROVIDER's documented, non-cancellable mobilization costs incurred in good faith through the termination effective date within thirty (30) days after the OWNER's written demand.
- (g) No Lien/Security Interest. The SERVICE PROVIDER shall not assert any lien or security interest against City property or Transit Revenue in connection with the Working Funds.
- (h) No Interest; Late Refunds. No interest accrues on the Working Funds. Any late refund due under this Section shall bear interest at the lesser of (i) 1% per month or (ii) the maximum rate permitted by law.
- (i) Consistency with §6.1.5 and §6.1.6. The OWNER's withholding, setoff, audit, and overpayment rights in §6.1.5 and the non-reimbursability of provider-borne dispute/misconduct costs in §6.1.6 apply to the Working Funds to the extent relevant.

6.1.3 INCLUSIONS

The Monthly Fee is fixed and all-inclusive. It covers, without limitation, the agreed management fee, any planned surplus, and all Operating Expenses as defined in §2.1(P), except only those costs expressly and specifically excluded under this Agreement. The SERVICE PROVIDER shall not invoice or otherwise seek payment in excess of the approved Annual Budget or the Annual Not-to-Exceed amount, unless authorized by a duly executed written amendment approved by the OWNER. Payment of the Monthly Fee is conditioned upon SERVICE PROVIDER's material compliance with the service levels, performance standards, and reporting obligations set forth in this Agreement.

6.1.4 BILLING

Invoices shall be submitted monthly in arrears per §6.1.1. OWNER may pay undisputed portions and withhold disputed portions pending resolution in accordance with §6.1.5. No interest, late fees, finance charges, or mark-ups shall apply unless expressly authorized in this Agreement. Invoices shall be in the form approved by the OWNER and are subject to the OWNER's audit and inspection rights under §6.7. The OWNER may disallow or recover any amounts determined, through audit or review, to be inconsistent with this Agreement or not properly documented.

6.1.5 OPERATING EXPENSES; ELIGIBILITY; DISPUTES; WITHHOLDING AND SETOFF

(a) Eligibility of Costs. When Federal funds are involved, Operating Expenses must also be allowable, allocable, and reasonable under 2 C.F.R. Part 200 (Uniform Guidance). The OWNER has no obligation to pay, and may disallow or recover, any cost that is: (i) incurred in breach of this Agreement; (ii) in excess of the Annual Not-to-Exceed amount without prior written authorization; (iii) procured in violation of applicable procurement standards; or (iv) not supported by contemporaneous, adequate documentation when requested for audit or review. The SERVICE PROVIDER shall maintain all financial and supporting records relating to this Agreement for the longer of seven (7) years after final payment or as otherwise required by Federal, State, or local law, and shall make such records available to the OWNER or its designee upon reasonable notice.

(b) Payment, Audit; No Waiver. Payment of any invoice (in whole or part) does not constitute acceptance, and remains subject to audit, verification, reclassification, disallowance, adjustment, or recovery. Payment does not waive the OWNER's rights with respect to any nonconformity discovered later.

(c) Withholding and Setoff. The OWNER may withhold any disputed portion of an invoice and may set off amounts due to the OWNER under this Agreement or applicable law against amounts otherwise payable now or in the future. The OWNER will provide written notice identifying the disputed items with reasonable detail. Undisputed amounts will be paid per §6.1.1.

(d) Dispute Process; Continued Performance. The parties shall confer in good faith within ten (10) business days after notice to attempt to resolve any invoice dispute, escalating to their respective finance leads if not resolved at the first level. The SERVICE PROVIDER shall continue performance pending resolution. No interest, late charges, or penalties shall accrue on disputed amounts.

(e) Supplemental Documentation. Upon request, the SERVICE PROVIDER shall provide additional documentation reasonably necessary to substantiate any invoiced Operating Expense within ten (10) business days; failure to do so may result in disallowance of the charge until substantiated.

(f) Overpayments; Refunds. Any overpayment or disallowed amount identified by audit or agreement shall be credited on the next invoice or refunded within thirty (30) days of written notice from the OWNER. The OWNER may alternatively recover such amounts by setoff under subsection (c).

(g) No Pass-Through of Financing Costs. Interest, late fees, collection costs, factoring/assignment fees, or similar financing charges incurred by the SERVICE PROVIDER are not reimbursable Operating Expenses unless expressly authorized in writing by the OWNER.

6.1.6 PROVIDER-BORNE DISPUTE AND MISCONDUCT COSTS (NO REIMBURSEMENT)

Notwithstanding anything to the contrary, the SERVICE PROVIDER shall bear, and shall not invoice or seek reimbursement for, any attorneys' fees, expert fees, costs, settlements, judgments, fines, penalties, or other amounts incurred in connection with: (i) any dispute between the SERVICE PROVIDER and the OWNER arising out of the SERVICE PROVIDER's breach of this Agreement; or (ii) any claim, demand, investigation, or proceeding to the extent arising out of the negligence, recklessness, willful misconduct, fraud, or criminal acts of the SERVICE PROVIDER, the Local Operator, or their respective officers, directors, employees, agents, or subcontractors. Such amounts are not Operating Expenses and shall not be charged to the Mobile Transit System. If the OWNER pays any such amounts, the SERVICE PROVIDER shall reimburse the OWNER upon demand, and the OWNER may set off those amounts against sums otherwise due. This section **survives** expiration or termination of the Agreement. For avoidance of doubt, all costs, liabilities, penalties, damages, and expenses arising out of any Foreign Data Incident described in §6.8.2(m) shall be borne solely by the SERVICE PROVIDER, are not Operating Expenses, and are excluded from the Annual Not-to-Exceed limitation

6.2 EXCLUDING EXPENSES

6.2.1 EXCLUDED COSTS

The following shall be deemed Excluded Costs and are not reimbursable under this Agreement:

1. Corporate or overhead expenses of SERVICE PROVIDER or its affiliates, except to the limited extent directly and demonstrably incurred for the management, operation, or improvement of the Mobile Transit System.
2. Insurance premiums not directly tied to the Mobile Transit System (including without limitation directors and officers liability, employment practices liability, professional liability unrelated to the System, or corporate general liability policies).
3. Federal, state, or local taxes imposed on the net income, capital, or property of SERVICE PROVIDER or its affiliates.
4. Debt service, financing costs, interest, or lease termination/buyout costs not expressly approved in writing by OWNER.
5. Fines, penalties, sanctions, liquidated damages, settlements, or judgments against SERVICE PROVIDER or its affiliates, except to the extent caused solely by OWNER's breach of this Agreement.
6. Legal, lobbying, or consulting expenses unrelated to the Mobile Transit System.
7. Any other expense not directly and necessarily incurred in connection with the operation of the Mobile Transit System in accordance with this Agreement.

6.2.2 UNINSURED/UNDERINSURED LOSSES; NO REIMBURSEMENT

Notwithstanding anything to the contrary, the SERVICE PROVIDER shall bear, and such amounts shall not constitute Operating Expenses, any portion of a claim, judgment, settlement, award, fine, penalty, deductible, self-insured retention, defense cost, or other amount that arises out of: (i) an

uninsured or underinsured claim; or (ii) the failure to procure or maintain insurance required by this Agreement; to the extent attributable to the acts or omissions of the SERVICE PROVIDER, the Local Operator, or their respective officers, directors, employees, agents, or subcontractors, including negligence, recklessness, willful misconduct, fraud, criminal acts, breach of this Agreement, or violation of law. The OWNER shall have no obligation to reimburse any such amounts. If the OWNER nevertheless pays any portion, the SERVICE PROVIDER shall promptly reimburse the OWNER on demand, and the OWNER may offset such amounts against sums otherwise due. This Section shall survive expiration or termination of the Agreement. Nothing herein obligates the SERVICE PROVIDER to bear costs caused solely by the OWNER's negligence or willful misconduct.

6.3 EQUIPMENT, FACILITIES AND SERVICES

6.3.1 FACILITIES, EQUIPMENT, AND CITY-PROVIDED SERVICES

(a) City-Provided Resources. The OWNER will make available, at no or minimal charge to the SERVICE PROVIDER, (i) office/yard space at OWNER-designated facilities, including the current on-hand parts & supplies inventory; (ii) legal services for the City as addressed in §11.1; (iii) access to the Capital Fleet; (iv) Capital Improvements; and (v) Capital Fleet Improvements. All City-provided resources are for use **solely** in performing this Agreement and remain the property of the OWNER.

(b) Provider-Furnished Items. Except for items expressly identified as City-provided, the SERVICE PROVIDER shall furnish, at its own cost, all other facilities, all routine maintenance (other than Capital Improvements) to any facility, equipment, or system used as a part of the transit services provided, all utilities for any facility used during the term of the Agreement, furniture, tools, supplies, vehicles, fuel, technology/platforms, software licenses, communications services/devices, and equipment required to perform the Services. The OWNER has no obligation to pay "other reasonable business expenses" unless pre-approved in writing and within the applicable Annual NTE.

(c) IT & Security; Acceptable Use. If applicable, use of City networks, systems, devices, or accounts is subject to City policies. The SERVICE PROVIDER shall comply with City information-security, privacy, and acceptable-use requirements, including multi-factor authentication, encryption of Transit Data in transit and at rest, least-privilege access, and background screening for users with system access. No storage or processing of Transit Data outside the United States without the OWNER's prior written approval, which approval is hereby provided for processing but not storage by SERVICE PROVIDERS affiliates in Europe and Israel. Any non-City system that connects to City systems must be pre-approved by the OWNER's IT.

(d) Custody; Care; Risk of Loss. City-provided property in the SERVICE PROVIDER's custody is a bailment; the SERVICE PROVIDER shall exercise reasonable care, keep such property free of liens, not relocate or modify it without written consent, and return it in good condition (ordinary wear and tear excepted) upon request or at termination. The SERVICE PROVIDER is responsible for loss or damage to the extent caused by its negligence, willful misconduct, misuse, or breach.

(e) Access & Inspection. The OWNER and its designees may access City-provided facilities, equipment, and records at reasonable times for inspection, inventory, maintenance, or removal, without material disruption to operations.

(f) No Expansion Without Approval. Any request for additional City-provided space, utilities, equipment, communications, or services must be submitted in writing and is effective only upon the OWNER's written approval (and, if cost-bearing, a signed amendment). No implied obligations arise from past accommodation.

(g) Insurance. The SERVICE PROVIDER shall maintain insurance covering its property and obligations as required in §8. City property is insured as the OWNER deems appropriate; nothing herein obligates the OWNER to insure the SERVICE PROVIDER's property.

6.4 TITLE TO AND CUSTODY OF PROPERTY

(a) City Ownership. Except as expressly approved otherwise in writing, all real property, facilities, Capital Improvements, Heavy Equipment, Capital Fleet, Capital Equipment, and materials and supplies acquired with City or grant funds for use in the Mobile Transit System shall be furnished by the OWNER or purchased by the SERVICE PROVIDER for and on behalf of the OWNER. Title shall vest in the OWNER upon acquisition/delivery free and clear of all liens, claims, and encumbrances, and all manufacturer warranties shall be assigned to the OWNER. Any vehicles provided by the SERVICE PROVIDER on a leasing or rental basis that is paid either per month or per hour shall not transfer in ownership to the OWNER.

(b) Provider Acquisitions; Prior Approval. The SERVICE PROVIDER shall not acquire or commit the OWNER to acquire any asset without the OWNER's prior written approval and compliance with applicable City procurement requirements. If the OWNER reimburses any such acquisition, title shall vest in the OWNER and the SERVICE PROVIDER shall execute bills of sale, assignments, UCC releases/terminations, and other documents the OWNER reasonably requests to evidence or perfect title.

(c) Leased or Financed Property. The SERVICE PROVIDER shall not enter into any lease, rental, financing, or similar arrangement for assets to be used in performance to be separately compensated by OWNER (i.e., Capital Fleet or Heavy Equipment purchases or Capital Fleet Improvements) without the OWNER's prior written approval. Any approved lease/financing shall (i) be in the OWNER's name **or** be freely assignable to the OWNER at its option; (ii) contain no automatic renewals beyond the Term without OWNER consent; and (iii) not grant any security interest in City-owned property. The OWNER has no obligation for provider-executed leases unless expressly assumed in writing.

(d) Custody; Care; Risk of Loss. City-owned property in the SERVICE PROVIDER's custody is held as a bailment. The SERVICE PROVIDER shall exercise reasonable care, prevent loss or damage, keep property free of liens, and not relocate, dispose of, or materially modify it without the OWNER's written consent. Loss or damage to the extent caused by the SERVICE PROVIDER or its subcontractors shall be repaired or replaced at the SERVICE PROVIDER's sole cost, without prejudice to insurance recoveries required under §8.

(e) Inventory; Records; Tagging. The SERVICE PROVIDER shall maintain fixed-asset records, asset-tag City property, track funding source(s) (including grant identifiers), and provide the OWNER with an annual physical inventory and reconciliation, and interim inventories upon reasonable request.

(f) No Encumbrances. The SERVICE PROVIDER shall not, and shall ensure its subcontractors do not, pledge, lien, encumber, or permit any encumbrance upon City-owned property. The SERVICE PROVIDER shall obtain lien waivers from vendors/suppliers as applicable.

(g) Disposition; Grant Compliance. Disposition or trade-in of City-owned property shall occur only with the OWNER's written approval and, if federally funded, in accordance with 2 C.F.R. §§ 200.311–200.315 and applicable FTA guidance. Any sale or disposition proceeds belong to the OWNER (subject to grantor requirements).

(h) Technology & Intangibles. Ownership and licensing of software, platforms, and Transit Data are governed by §6.8 and related provisions; nothing in this section conveys ownership of the SERVICE PROVIDER's pre-existing intellectual property.

6.5 PURCHASING OF EQUIPMENT, SUPPLIES, TOOLS, AND CAPITAL FLEET

(a) Planning; Funding. The SERVICE PROVIDER shall provide the OWNER, at least annually or upon request, a forecast of types and quantities of materials, supplies, tools, equipment, and Capital Fleet needed to operate and maintain the Transit System, identifying estimated costs and potential funding sources (including eligibility for Federal/State grants), which shall coincide with the prepared Annual Operating Budget and Capital Recommendations.

(b) City Approval & Procurement Method. The SERVICE PROVIDER shall not purchase, lease, rent, or otherwise acquire any Capital Fleet or Heavy Equipment for which reimbursement is sought without the OWNER's prior written approval. All acquisitions paid in whole or part with City or grant funds shall be conducted in accordance with City procurement policy, applicable Alabama law, and, when grant-funded, 2 C.F.R. Part 200 (Uniform Guidance) and applicable FTA requirements (including domestic preferences/Buy America, debarment/suspension, DBE, lobbying restrictions, etc.). The OWNER may conduct the procurement directly; if the OWNER requests assistance, the SERVICE PROVIDER shall prepare technical specifications, scopes, independent cost estimates, and evaluation materials, but shall not bind the City.

(c) Competitive Purchasing; Conflicts. The SERVICE PROVIDER shall obtain competitive quotes/bids as required and disclose any actual or potential conflict of interest. No gratuities, kickbacks, or contingent fees are permitted.

(d) Title; Warranties; Delivery; Acceptance. For items purchased with City or grant funds, title shall vest in the OWNER upon delivery/acceptance, free of all liens. The SERVICE PROVIDER shall assign to the OWNER all manufacturer and vendor warranties, provide manuals and maintenance schedules, and ensure delivery FOB destination to City-designated locations. Items are subject to inspection and acceptance by the OWNER; nonconforming items may be rejected at the SERVICE PROVIDER's expense.

(e) Leases/Financing. No lease, rental, time-payment, or financing arrangement may be entered without the OWNER's prior written approval. Any approved agreement must be (i) assignable to the OWNER at its option; (ii) free of automatic renewals or termination penalties beyond the Term; and (iii) contain no security interest in City-owned property. The City has no obligation for provider-executed leases unless expressly assumed in writing.

(f) Budget/NTE; Documentation. All acquisitions must be within the approved budget and Annual NTE, or with the incorporation of other Federal grant awards above and beyond the NTE, and supported by itemized invoices, packing slips, proof of delivery, and warranty/serial documentation. The SERVICE PROVIDER shall maintain an asset inventory (including funding source) and provide it to the OWNER upon request.

(g) Emergency Purchases. In a bona fide operational emergency, the OWNER's Representative may authorize by email a limited emergency purchase up to a stated not-to-exceed amount; a confirming written approval or change order will follow.

(h) Terminology. References to "Client/Client's" are deemed to mean **OWNER/OWNER's**.

6.6 REVENUE; COLLECTION; BANKING; REPORTING

(a) City Ownership. All revenue derived from operation of the Mobile Transit System— including farebox receipts, pass/ticket sales, paratransit/microtransit fares, advertising/sponsorship receipts, vending/ancillary receipts, refunds/chargeback recoveries, interest earned on Transit Revenue, and any other system-derived income (collectively, "Transit Revenue")—is, from the moment of receipt, the property of the OWNER.

(b) No Commingling; Trust Capacity. The SERVICE PROVIDER receives and holds Transit Revenue in trust for the OWNER and shall not pledge, encumber, offset, or commingle Transit Revenue with the SERVICE PROVIDER's funds. Transit Revenue shall be deposited only into OWNER-designated bank accounts. Any interest/float on Transit Revenue belongs to the OWNER.

(c) Collection & Deposit. The SERVICE PROVIDER shall collect, count, and deposit Transit Revenue weekly) using OWNER-approved procedures (e.g., armored transport, vaulting, lockbox). Cash handling must use **dual custody**, tamper-evident bags, surveillance where practical, and documented chain-of-custody. Merchant IDs/payment gateways shall be established in the City's name unless the OWNER directs otherwise. To the extent the RFP (including any addenda) contemplated City deposits to a contractor-controlled operating account, the parties agree that this § 6.6 supersedes and replaces that mechanism; the City will not fund or maintain any contractor-controlled operating account.

(d) Payment Security (PCI). All card-present and card-not-present transactions must comply with PCI-DSS. No storage of full PAN, track data, or CVV/CVC by the SERVICE PROVIDER or its subs. Tokenization/EMV required where applicable. Third-party processors must be validated PCI-DSS service providers. Any PCI breach notice must be given to the OWNER within 72 hours with ongoing updates and full cooperation.

(e) Policies; Fees; Chargebacks. Fare products, pricing, discounts, refunds, fee waivers, and fare enforcement are set solely by the OWNER. Processor/interchange fees that will be deducted from the fare revenue. The SERVICE PROVIDER shall manage chargebacks per OWNER policy and **not** resolve disputes by issuing credits outside approved workflows. Chargebacks, processor/network assessments, penalties, or other fees attributable to SERVICE PROVIDER's PCI-DSS noncompliance, fraud, misuse, or failure to follow approved workflows **shall not be treated as Operating Expenses** and shall be borne by the SERVICE PROVIDER

(f) Accounting; Reconciliation. The SERVICE PROVIDER shall maintain complete, accurate books and records for Transit Revenue in accordance with GAAP and OWNER directives. Daily reconciliations (fare media/device to bank) and monthly reconciliations (including variance analysis) are required. Shortages, overages, or losses must be reported to the OWNER within one (1) business day of discovery with a written incident report and corrective actions. Shortages/losses attributable to the SERVICE PROVIDER's negligence, fraud, or policy noncompliance are not reimbursable and shall be made whole to the OWNER.

(g) Reporting. By the 10th calendar day of each month, the SERVICE PROVIDER shall deliver OWNER-approved monthly revenue reports, including at minimum: mode-level ridership, fare category detail, device/gateway settlement, adjustments/chargebacks, deposits by date, and reconciliation to bank statements. Reports must be certified by an authorized officer of the SERVICE PROVIDER as true, correct, and complete.

(h) Audit & Access. The OWNER (and, if applicable, FTA/State auditors) may inspect and audit all Transit Revenue records, systems, and cash-handling locations upon reasonable notice. The SERVICE PROVIDER shall flow these requirements down to all tiers of subcontractors and payment vendors and shall retain records per §6.7.

(i) Advertising/Sponsorship/Ancillary. Any non-fare revenue program (e.g., advertising or sponsorship) shall be conducted only as approved in writing by the OWNER and in accordance with applicable policies and grant requirements. All such receipts are Transit Revenue.

(j) Personnel & Controls. Individuals with cash-handling or revenue-system access must pass background checks and receive OWNER-approved training. The SERVICE PROVIDER shall

implement segregation of duties (collection, counting, reconciliation, and posting functions separated) and maintain access logs for revenue systems.

(k) Survival. The obligations in this Section survive expiration or termination of the Agreement.

6.7 AUDIT, INSPECTION OF RECORDS, AND RECORDS RETENTION

6.7.1 ACCESS; SCOPE; DEFINITIONS

(a) Records. “Records” means all books, accounts, records, data, documents, reports, statistics, correspondence, emails and text/instant messages used for contract business, photographs/video, maintenance logs, payroll/timekeeping, safety and incident files, training records, fare/revenue/KPI reports, sub-agreements, leases, subcontracts, purchase orders, invoices, receipts, systems and files, and all supporting materials, in any form or medium, that relate in whole or in part to this Agreement.

(b) Access & Scope. The SERVICE PROVIDER shall permit the OWNER and its authorized representatives to inspect, audit, and copy all Records and to interview relevant personnel. Access includes reasonable system access necessary to view/export Records.

(c) Subcontractors & Vendors. The SERVICE PROVIDER shall flow down this Section to all tiers of subcontractors and vendors that create, receive, maintain, or process Records and shall cause them to provide the same access directly to the OWNER upon request.

(d) Federal/State Access. Where Federal or State funds are involved, access extends to authorized representatives of the U.S. Department of Transportation/FTA, the Comptroller General of the United States, and applicable State offices, consistent with 49 U.S.C. § 5325(g) and 2 C.F.R. § 200.337 (as amended).

(e) Reasonable Protections. The SERVICE PROVIDER may redact proprietary trade secrets or unrelated competitively sensitive information that is not relevant to this Agreement, provided that such redactions do not limit the OWNER’s or FTA’s ability to verify costs, performance, compliance, or safety. Any redactions shall be identified and explained.

6.7.2 TIMING; FORMAT; DELIVERY

(a) Timing. Inspections and audits may occur during normal business hours upon reasonable notice; however, in matters involving suspected fraud, safety/security incidents, or imminent risk, the OWNER may require immediate access.

(b) Format. Upon request, the SERVICE PROVIDER shall provide copies/exported data in searchable, machine-readable formats (e.g., CSV, XLSX, JSON, PDF) consistent with 2 C.F.R. § 200.335 for electronic records and shall maintain associated metadata where applicable.

(c) Delivery. Unless otherwise agreed, requested copies shall be delivered within ten (10) business days, or sooner if reasonably required for oversight, safety, or time-sensitive grant compliance. Except for pre-approved, reasonable duplication costs for voluminous paper productions, no additional fees shall apply.

6.7.3 RETENTION; PRESERVATION; LOCATION

(a) Retention Period. The SERVICE PROVIDER shall retain all Records for (7) seven years after submission of the final federal expenditure report/close-out for any federally funded project(s) to which the Records pertain, consistent with 2 C.F.R. § 200.334 (as amended). Records relating to real property or equipment shall be retained for three (3) years after final disposition.

(b) Litigation Holds. If any audit, investigation, claim, public-records request, or litigation is pending or reasonably anticipated, the SERVICE PROVIDER shall immediately suspend routine destruction of potentially relevant Records, implement a litigation hold, and certify compliance to the OWNER upon request.

(c) Location. Records and Transit Data shall be stored in the United States, unless otherwise approved

in writing by the OWNER. The SERVICE PROVIDER shall implement reasonable backup and disaster-recovery practices.

6.7.4 PUBLIC RECORDS COORDINATION

Upon the OWNER's request, the SERVICE PROVIDER shall promptly assist with locating, exporting, and proposing redactions to Records responsive to requests under the Alabama Public Records Law (Ala. Code § 36-12-40 et seq.), at no additional cost (subject to reimbursement of pre-approved, reasonable duplication costs only).

6.7.5 FINDINGS; COSTS; SETOFF

If an audit or inspection identifies material non-compliance, disallowed costs, or a net overcharge to the OWNER, the SERVICE PROVIDER shall reimburse the OWNER for the overcharge and the OWNER's reasonable audit costs attributable to such findings. The OWNER may withhold or set off such amounts against sums otherwise due.

6.7.6 NON-COMPLIANCE; REMEDIES

Failure to retain Records or to provide timely access/copies as required constitutes a material breach and may result in remedies including withholding, suspension, termination, or other relief under this Agreement or 2 C.F.R. § 200.339 (if applicable).

6.7.7 NO WAIVER BY PAYMENT

The OWNER's payment of any invoice does not waive its audit or recovery rights.

6.8 TECHNOLOGY, TRANSIT DATA, AND INTELLECTUAL PROPERTY

6.8.1 (a) Pre-Existing Technology and IP. The SERVICE PROVIDER retains all right, title, and interest in and to its pre-existing and independently developed software, platforms, systems, methods, documentation, and other intellectual property (collectively, "Provider Technology").

(b) License to City. The SERVICE PROVIDER grants the OWNER a non-exclusive, access capability to the Provider Technology, documentation, and limited interfaces, to operate, manage, maintain, oversee, audit, and report on the Transit System during the Agreement Term. The access includes the right to export Transit Data at no additional charge in open, machine-readable formats (e.g., CSV, JSON, GTFS/GTFS-realtime).

(c) City Ownership of Work Product. All configurations, specifications, statements of work, mappings, interface specifications, scripts, queries, reports, forms, templates, training materials, manuals, and other deliverables created specifically for the OWNER under this Agreement (excluding Provider Technology embedded therein) are "Work Product" and shall be the property of the OWNER upon creation. The SERVICE PROVIDER assigns to the OWNER all right, title, and interest in the Work Product. The SERVICE PROVIDER retains a non-exclusive license to reuse its general know-how that does not disclose the OWNER's Confidential Information or Transit Data.

(d) Transit Data—City Ownership and Access. All data created, collected, processed, or stored in performing this Agreement—including ridership, schedules, GTFS/AVL/MDT telemetry, on-time performance, incidents/safety, maintenance, fare/payment, customer service/call center, post-planning KPI, and related metadata ("Transit Data")—is and shall remain the property of the OWNER. The SERVICE PROVIDER shall not sell, license, disclose, or otherwise use Transit Data for any purpose other than performing this Agreement without the OWNER's prior written consent provided that SERVICE PROVIDER may use the Transit Data in an aggregated or de-identified manner in order to improve its products and services. Upon request and at termination/expiration, the SERVICE

PROVIDER shall deliver a full, no-charge export of Transit Data and reasonable documentation to enable its use.

(e) **Security; Privacy; Breach Notice.** The SERVICE PROVIDER shall implement administrative, physical, and technical safeguards consistent with industry standards (e.g., SOC 2 Type II or ISO 27001 practices), encrypt Transit Data in transit and at rest, enforce least-privilege access and MFA, and store Transit Data in the United States unless otherwise approved in writing. Actual or suspected security incidents or breaches affecting Transit Data must be reported to the OWNER within seventy-two (72) hours, with prompt cooperation, forensics, remediation, and notifications as required by law. Costs and liabilities arising from a breach to the extent caused by the SERVICE PROVIDER or its subcontractors are not Operating Expenses.

(f) **No Lien; Continuity.** The SERVICE PROVIDER shall not assert, and shall ensure no third-party asserts, any lien, lockout, or right of retention over the Provider Technology as against the OWNER's access to Transit Data or the OWNER's right to continue operations. The SERVICE PROVIDER shall ensure continuity of access to Transit Data during the Term and the transition period.

(g) **IP Infringement Indemnity.** The SERVICE PROVIDER shall defend, indemnify, and hold harmless the OWNER from third-party claims alleging that the Provider Technology or any licensed component infringes or misappropriates intellectual property rights, except to the extent the claim arises from the OWNER's unauthorized modification or combination not approved by the SERVICE PROVIDER. If use is enjoined, the SERVICE PROVIDER shall, at its expense, procure the right to continue using, replace with a non-infringing equivalent of materially equivalent functionality, or modify to become non-infringing without material loss of functionality.

(h) **Marks.** Each party retains ownership of its Marks. The SERVICE PROVIDER may use the OWNER's name/mark only with prior written consent and in accordance with City policy or as reasonably necessary to operate the Transit System; The OWNER may use the SERVICE PROVIDER's marks as reasonably necessary to operate the Transit System. Use shall not imply sponsorship or cause reputational harm; either party may revoke permission by written notice.

(i) **No Broader Transfer.** Except as expressly provided above, no right, title, or interest in either party's pre-existing intellectual property is transferred by this Agreement, by license or otherwise.

(j) **Technology Continuity.** The SERVICE PROVIDER shall ensure continuity of access to Transit Data and system functionality necessary to operate the Mobile Transit System throughout the Term and for a transition period of up to Thirty (30) days following expiration or termination. The SERVICE PROVIDER shall maintain and update, at its expense, a business continuity and disaster recovery plan, including provisions for transition of Transit Data, interfaces, and documentation to the OWNER or its successor operator. Upon expiration or termination, the SERVICE PROVIDER shall provide all Transit Data, API/interface documentation, configuration materials, and reasonable transition assistance to enable continuity of operations. The SERVICE PROVIDER shall not assert, and shall ensure that no third-party asserts, any lien, lockout, or right of retention that would impair the OWNER's access to Transit Data or continuity of operations

6.8.2 TRANSIT DATA — PRIVACY & SECURITY

For purposes of this §6.8.2, “**Security Incident**” means any actual or reasonably suspected unauthorized access to, acquisition or disclosure of, loss of, or inability to access **Transit Data** or **PII**; or any event materially affecting the confidentiality, integrity, or availability of systems processing Transit Data or PII; including loss or theft of devices or media containing such data.

(a) DEFINITIONS

“Transit Data” means all data created, collected, processed, maintained, stored, disclosed, or disposed of in performing this Agreement, including ridership and demand-response data (trip requests, bookings, boardings/alightings, O/D at appropriate resolution, timestamps, fares, pass products, payment tokens), accessibility accommodations, complaints, service quality, telemetry/AVL/MDT, on-time performance, incidents/safety, maintenance, and related metadata. “PII” means information that identifies or can reasonably be linked to an identifiable individual. “Security Incident” means any actual or reasonably suspected unauthorized access, acquisition, use, disclosure, alteration, or loss of Transit Data, or loss of availability of systems handling Transit Data due to a security compromise (including ransomware). “Subprocessor” means any third party engaged by the Service Provider that processes Transit Data. “De-identified Data” means data that cannot reasonably be used to identify an individual.

(b) OWNERSHIP; USE

Ownership, access, export, and “no lockout” rights are as stated in §6.8.1. As between the Parties, Service Provider acts as a processor/service provider of Transit Data for the Owner and shall use Transit Data solely to perform this Agreement and for no other purpose (including no sale, targeted advertising, or unrelated analytics) without Owner’s prior written approval.

(c) PRIVACY; MINIMIZATION; LOCATION

Processing and storage of personally identifiable information (PII) shall occur only within the United States. **Remote access to PII from outside the United States is prohibited** unless the **OWNER, in its sole discretion**, grants **prior written approval** for a **time-bounded, revocable** exception necessary to maintain continuity of services. Any approval shall be subject to the following conditions:

1. **De-Identification First.** By default, only de-identified or aggregated Transit Data may be accessed outside the United States; access to PII offshore is permitted only where de-identification is not practicable and expressly authorized.
2. **Audit and Certification.** Any approved foreign facility or personnel must maintain information-security controls **certified** to **SOC 2 Type II** or **ISO/IEC 27001**, with current evidence provided to the OWNER upon request.
3. **Restricted Use.** Foreign access may be used only for system maintenance, bug resolution, feature development, or analytics **limited to the Mobile system**, and not for general analytics, sales, marketing, or unrelated purposes. **No persistent storage of PII outside the United States is permitted.**
4. **Access Controls & Logging.** All foreign access shall use unique identities, least privilege, multi-factor authentication, just-in-time elevation for any privileged tasks, encrypted channels, and comprehensive logging sufficient to attribute user, time, source, data accessed, and actions taken. Logs shall be retained at least two (2) years.
5. **City Oversight.** The OWNER may audit compliance and request access logs for any foreign access.
6. **Enhanced Indemnity.** Notwithstanding any limitation of liability, the SERVICE PROVIDER shall defend, indemnify, and hold harmless the OWNER from any claims, costs, damages, or penalties arising out of or relating to any foreign access or breach.

(d) SECURITY PROGRAM

SERVICE PROVIDER shall maintain a written information-security program aligned to SOC 2 Type II or ISO/IEC 27001 practices, including at minimum: encryption in transit and at rest (using

FIPS 140-2/3-validated cryptographic modules where available); US-resident key management; role-based access control and least privilege; **no standing privileged access** (just-in-time elevation); multi-factor authentication for privileged and remote access; timely patching and vulnerability management; logging and monitoring; endpoint protection; secure configuration/hardening and change management; personnel background checks commensurate with role; and annual security awareness training.

(e) ASSESSMENTS; ATTESTATIONS; REMEDIATION

Upon request (no more than annually, or following any material Security Incident), SERVICE PROVIDER shall within ten (10) business days provide a current SOC 2 Type II report or ISO/IEC 27001 certificate (or an independent third-party assessment summary), plus executive summaries of third-party penetration tests. SERVICE PROVIDER shall remediate Critical findings within 15 days, High within 30 days, and Medium within 60 days of discovery or receipt of report, or pursuant to a corrective-action plan acceptable to the OWNER.

(f) SUBPROCESSORS

Subprocessors with access to Transit Data require the OWNER's prior written consent and written agreements that flow down obligations at least as protective as this §6.8.2. SERVICE PROVIDER shall maintain and, upon request, provide an up-to-date list of approved Subprocessors and give at least thirty (30) days' advance notice of any addition or material change. The OWNER may reasonably object; if not resolved within fifteen (15) days, SERVICE PROVIDER shall propose a removal or mitigation plan acceptable to the OWNER. SERVICE PROVIDER remains **fully responsible** for Subprocessors.

(g) SECURITY INCIDENTS; NOTICE; COOPERATION

SERVICE PROVIDER shall notify the OWNER without undue delay and in no event later than seventy-two (72) hours after discovery of a Security Incident, and immediately (same day) if the incident materially disrupts operations or threatens safety, or earlier if required by applicable law. Initial notice shall describe known facts, affected systems/data, preliminary containment steps, and a point of contact. SERVICE PROVIDER shall (i) promptly take all necessary containment, mitigation, and remediation; (ii) cooperate fully with the OWNER, including access to relevant logs and personnel; (iii) preserve evidence; and (iv) within ten (10) business days provide a written root-cause analysis and corrective-action plan. **Required notifications to individuals/regulators, credit monitoring, call-center support, forensics, and similar costs—to the extent caused by SERVICE PROVIDER or its Subprocessors—are not Operating Expenses, are outside any NTE, and are borne by SERVICE PROVIDER, notwithstanding any limitation of liability.** No public announcement regarding a Security Incident shall be made without the OWNER's prior written approval, except as required by law.

(h) RETENTION; RETURN; DESTRUCTION

SERVICE PROVIDER shall follow the OWNER's records-retention and legal-hold directives. Upon the OWNER's request and at termination/expiration, SERVICE PROVIDER shall within thirty (30) days: (i) deliver to the OWNER, at no additional charge, all Transit Data in a mutually agreed, machine-readable open format together with available data dictionaries; and (ii) securely destroy remaining copies (excluding legally required backups) and provide a written certificate of destruction. Destruction shall conform to NIST SP 800-88 (or successor). Backups retained for legal or disaster-recovery purposes shall remain subject to this §6.8.2, be US-resident, and be destroyed on the next scheduled media cycle after the hold is lifted.

(i) AUDIT; ACCESS TO CONTROLS

Upon reasonable prior notice and no more than annually (or after a material Security Incident), the OWNER and its designees may review SERVICE PROVIDER's policies, procedures, and control evidence relevant to this §6.8.2, on-site or remotely, subject to reasonable confidentiality and safety constraints and without undue disruption of operations.

(j) NO LOCKOUT; NO LIEN

SERVICE PROVIDER shall not assert, and shall ensure no third-party asserts, any lien, lockout, or other restriction that impedes the OWNER's **continuous access** to Transit Data or to systems necessary to export Transit Data, **including during disputes, nonpayment, or transition assistance**.

(k) NO MATERIAL DEGRADATION; CHANGES

SERVICE PROVIDER shall not materially reduce the administrative, technical, or physical safeguards described in this §6.8.2 without the OWNER's prior written approval.

(l) SURVIVAL

This §6.8.2 survives termination or expiration of the Agreement for so long as SERVICE PROVIDER or any Subprocessor retains Transit Data.

(m) FOREIGN DATA INCIDENTS — PROVIDER RESPONSIBILITY

Any security incident, breach, loss, or unauthorized access involving Transit Data or PII that **occurs outside the United States**, or that results from foreign access approved under this Section, shall be deemed **outside** the scope of reimbursable Operating Expenses and the Annual Not-to-Exceed limitation. **Notwithstanding any limitation of liability**, the SERVICE PROVIDER shall bear **all** costs, liabilities, penalties, damages, and expenses associated with such incident, including attorneys' fees and expert costs. The OWNER may **offset** such amounts against sums otherwise due under this Agreement. *(SERVICE PROVIDER shall maintain cyber-liability insurance with limits not less than \$5,000,000 per claim/\$5,000,000 aggregate, naming the City as additional insured where available, and shall apply such proceeds first to these obligations.)*

6.8.3 NON-EXCLUSIVITY; CONFLICTS; RESOURCE COMMITMENT

The OWNER acknowledges that the SERVICE PROVIDER performs similar services for other clients, and nothing herein grants exclusivity to the OWNER or prohibits such other engagements, provided that:

- a) No Conflict or Impairment.** Other engagements shall not create an actual or apparent organizational conflict of interest **or** impair the SERVICE PROVIDER's ability to meet this Agreement's service levels, KPIs once established, schedules, or staffing commitments (including GM exclusivity under §4.1.2).
- b) Dedicated Resources.** The SERVICE PROVIDER shall furnish and maintain sufficient qualified personnel, equipment, and systems to perform hereunder without diverting resources committed to the Mobile Transit System. City-funded or City-owned assets may not be used for third-party work.
- c) Confidentiality & Data.** The SERVICE PROVIDER shall not use, disclose, aggregate, de-identify for external use, or license the OWNER's Confidential Information, Transit Data, or Work Product for the benefit of any third party, except as expressly permitted by this Agreement.
- d) Disclosure & Mitigation.** The SERVICE PROVIDER shall promptly disclose to the OWNER any actual or potential conflict of interest and propose a written mitigation plan. The OWNER may require additional mitigation, restrict assignments, or, if unresolved, disallow the conflicted work or exercise its contractual remedies.
- e) Marks/Endorsements.** The SERVICE PROVIDER shall not imply City endorsement of services to others or use City Marks except as permitted under §6.8.

Nothing herein limits the OWNER's right to procure similar services from others or to operate parallel/successor solutions.

6.8.4 MARKS; BRANDING; PUBLICITY

(a) Ownership. Each party retains all right, title, and interest in its respective Marks and associated goodwill. All goodwill arising from SERVICE PROVIDER's use of the City Marks inures solely to the City.

(b) License to City Marks (City to Service Provider). Subject to this Agreement, the City grants SERVICE PROVIDER a limited, non-exclusive, non-transferable, revocable license to use the City Marks **solely** within Mobile County and **solely** as necessary to operate, market, and communicate about the City's transit system during the Term. SERVICE PROVIDER shall comply with the **Brand Guidelines (Exhibit D)**, including any listed pre-approvals (vehicle livery, facility signage, uniforms, domains/social handles, websites/apps and app-store listings, and press releases). Routine rider notices consistent with City-approved templates are deemed approved. No modifications to the City Marks without the City's prior written approval. No implied endorsement beyond services under this Agreement.

(c) License to Service Provider Marks (Service Provider to City). The SERVICE PROVIDER grants the City a limited, non-exclusive, non-transferable, revocable license to use the SERVICE PROVIDER's Marks **as reasonably necessary to operate, manage, and communicate about the transit system**, including for co-branding on City websites, notices, and required public communications. Such use shall not imply the City's endorsement of the SERVICE PROVIDER's products or services outside this Agreement and shall not cause reputational harm. The SERVICE PROVIDER may provide reasonable written brand-use parameters for such marks, which the City will consider in good faith to the extent consistent with City policy and law.

(d) NO IMPLIED ENDORSEMENT; DISCLAIMERS

Neither party shall state or imply government endorsement, certification, or sponsorship of the other's products or services. When reasonably requested by the OWNER, the SERVICE PROVIDER shall include an attribution/disclaimer approved by the OWNER.

(e) Brand Guidelines; Quality Control; Revocation. SERVICE PROVIDER shall comply with the City's **Brand Guidelines (Exhibit D)**. The City may review any use of the City Marks and require correction within **five (5) business days**, or immediate takedown for safety/reputation concerns. The City may reasonably update the Brand Guidelines by written notice; updates apply prospectively and will not require removal of previously approved, in-field items until replacement in the ordinary course unless the City directs earlier correction for material concerns. Vehicle wrap design, production, installation, and end-of-term removal is included in appropriation unless due to a City-directed scope change. Wraps must meet the City's Brand Guidelines and manufacturer specifications.

(f) PUBLICITY/PRESS/SOCIAL

Press releases, public announcements, marketing materials, paid advertisements, and website/social media posts referring to the other party or using its Marks require the other party's prior written approval (email is sufficient). Routine operational notices to riders approved by the OWNER are not "publicity."

(g) RESTRICTIONS

No party may (i) register, apply for, or challenge the other party's Marks; (ii) alter, combine, or create confusingly similar marks; (iii) sublicense the other party's Marks; or (iv) use the other party's Marks for political messaging or lobbying.

(h) SURVIVAL

Upon expiration/termination, all rights to use the other party's Marks cease, except for the OWNER's limited transition license in subsection (b).

(i) Domains, Social Handles, App Listings. Any domain name, URL, social-media handle, or app-store listing that includes or incorporates the City Marks must be **registered to and owned by the City**. Access may be delegated to SERVICE PROVIDER for performance. SERVICE PROVIDER

shall not register, reserve, or acquire such assets in its own name; any such asset is held in trust for the City and assigned upon request.

(j) Prohibited Registrations; No Challenges. SERVICE PROVIDER shall not register, apply for, or challenge any City Mark; shall not create confusingly similar marks; and shall not use City Marks for political messaging or lobbying.

(k) Co-Branding Priority. On rider-facing materials, the City Marks are primary and the SERVICE PROVIDER's marks, if used, are secondary as provided in the Brand Guidelines.

(l) Service Rebrand. The parties agree that SERVICE PROVIDER will pay for the wrapping of vehicles associated with the planned re-brand of the fleet. The parties will work together to identify funding sources for this capital cost and will mutually agree on the appropriate timeline.

6.8.5 BRAND INTEGRITY; REVOCATION OF PERMISSION

Use of either party's Marks must not be false, misleading, or reasonably likely to disparage or cause reputational harm to that party. Either party may revoke permission for any specific use by written notice stating the basis. Upon receipt, the other party shall:

- 1) Digital/media: remove or disable the use within 24 hours;
- 2) New/ongoing materials: cease further production immediately;
- 3) Physical assets (e.g., buses, signs): remove, cover, or replace the Marks within 30 days (or sooner if directed for material concerns).

For urgent, material concerns (e.g., safety, scandal, misrepresentation), the revoking party may require immediate cessation. Revocation does not waive either party's other rights or remedies, and prior approvals do not create continuing rights. Nothing limits the City's right to remove Marks from City-owned property or platforms at any time.

Account/App Transfers; Design Files; DBA Withdrawal. Upon expiration or termination (or upon written request as part of transition), SERVICE PROVIDER shall: (1) transfer to the City all administrative rights, credentials, and control of any domains, social-media handles, and app-store listings that include or incorporate the City Marks; (2) deliver to the City all native design/source files for City-funded or City-branded materials; and (3) withdraw any DBA/trade-name filings that include "THE WAVE" or a confusingly similar name. These obligations survive expiration or termination.

7.1 CONTRACT DOCUMENTS; ORDER OF PRECEDENCE; INTEGRATION.

7.1.1 (a) CONTRACT DOCUMENTS

The following documents, listed in order of precedence, constitute the entire agreement between the parties (collectively, the "Contract Documents"). In the event of a conflict or inconsistency among them, the document appearing earlier in the list controls (unless a later Modification expressly states otherwise):

1. This Agreement (including all Exhibits and any Owner-issued Modifications such as amendments or change orders);
2. Exhibit A – Scope of Services, Exhibit D – City of Mobile Brand Guidelines (THE WAVE); and any other Exhibits attached to this Agreement (e.g., Insurance & Indemnity Requirements, Pricing/Fee Schedule, Data & Security Requirements, Federal Requirements/FTA Flow-Downs);
3. The Request for Proposals – Transit Service Provider dated June 20, 2025, including all Addenda;

4. The SERVICE PROVIDER's Proposal dated July 25, 2025, including any Best and Final Offer (incorporated for descriptive and pricing purposes only and only to the extent consistent with Items 1–3).

Notwithstanding the order above, on matters of visual presentation and brand usage of the City Marks, Exhibit __ controls unless the City provides a contrary written instruction for a specific instance.

(b) EVIDENTIARY/COMPLIANCE MATERIALS

The following are required for compliance or evidence of eligibility/coverage, but do **not** create independent contractual obligations, modify the Contract Documents, or change the order of precedence: (i) Certificates of Insurance and endorsements; (ii) State of Alabama business entity/registration records; (iii) E-Verify enrollment documentation; (iv) Office of Supplier Diversity – Subcontractor and Major Supplier Plan and supporting “good faith effort” documentation.

(c) MODIFICATIONS

A “Modification” is a written amendment, change order, or task order executed by the OWNER in accordance with this Agreement. No other communication (including emails, meeting minutes, or invoice terms) shall constitute or effect a Modification.

(d) INTEGRATION; NO OTHER TERMS

The Contract Documents constitute the entire agreement and supersede all prior or contemporaneous negotiations or representations, written or oral. The OWNER expressly rejects any additional or inconsistent terms contained in quotations, proposals (beyond Item 4 as limited above), order forms, click-throughs, shrink-wrap, or invoices.

(e) COMPLIANCE WITH LAW/GRANTS

Applicable Federal, State, and local laws, regulations, and grant requirements (including FTA flow-downs referenced in the Federal Requirements Exhibit) are incorporated by reference and govern performance. Where such requirements conflict with other Contract Documents, the OWNER's compliance obligations under law and grant terms control.

(f) AVAILABILITY

The OWNER will provide or make available copies of all Contract Documents (including incorporated RFP and Addenda). The SERVICE PROVIDER is responsible for reviewing them and promptly notifying the OWNER of any discovered conflict, ambiguity, or discrepancy.

7.1.2 BINDING EFFECT; ASSIGNMENT; SUBCONTRACTING; CHANGE OF CONTROL

Binding effect applies; Assignment/Change of Control/Subcontracting are governed by §23.1.

7.1.3 ENTIRE AGREEMENT; INTEGRATION; AMENDMENTS

This Agreement (including its Exhibits and the documents incorporated under §7.1) constitutes the entire and integrated agreement between the OWNER and the SERVICE PROVIDER and supersedes all prior or contemporaneous negotiations, representations, proposals, and understandings, whether written or oral, relating to its subject matter. The SERVICE PROVIDER's Proposal and the RFP/Addenda are included only as provided in §7.1; in the event of any conflict, this Agreement controls.

No amendment, modification, waiver, or change is effective unless set forth in a written instrument expressly identified as such and signed by duly authorized representatives of both parties (for the City, the authorized official designated by law or policy). Quotes, order forms, invoices, click-through/shrink-wrap terms, emails, course of dealing, or trade usage do not amend or supplement this

Agreement. Each party acknowledges that it has not relied on any statement or promise not expressly set forth in the Contract Documents.

7.1.4 AUTHORITY; ORGANIZATION; ENFORCEABILITY; NO CONFLICTS; CONSENTS

Each party represents and warrants that: (a) it is duly organized, validly existing, and in good standing under the laws of its jurisdiction (and, for the SERVICE PROVIDER and any Local Operator, authorized to do business in Alabama); (b) this Agreement has been duly authorized by all necessary action and executed by a duly authorized signatory; (c) this Agreement constitutes a legal, valid, and binding obligation of such party, enforceable against it in accordance with its terms (subject to applicable laws affecting creditors' rights generally); (d) the execution, delivery, and performance of this Agreement do not conflict with or violate its governing documents, applicable law, or any material contract to which it is a party; and (e) all consents, approvals, and filings required for its execution, delivery, and performance have been obtained or made.

7.2 SPECIAL REQUIREMENTS

7.2.1 FEDERAL REQUIREMENTS; UNIFORM GUIDANCE; FTA FLOW-DOWNS

(a) Applicability. To the extent any portion of this Agreement is financed in whole or in part with Federal funds, the SERVICE PROVIDER shall comply with all applicable Federal laws, regulations, executive orders, grant terms/conditions, and guidance, including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200) (the "Uniform Guidance") and applicable FTA requirements.

(b) Documents Incorporated. The Federal requirements set forth in Exhibit B (Federal Clauses/FTA Flow-Downs) are incorporated by reference and are binding on the SERVICE PROVIDER and all tiers of subcontractors to the extent applicable to the scope, dollar value, and funding source(s) of the work.

(c) Updates/Changes in Law. The parties acknowledge that Federal requirements may be amended or newly issued after execution. If a change is mandatory for this Agreement (including as a condition of continued Federal participation), the SERVICE PROVIDER shall comply, and the parties shall execute any documents reasonably necessary to memorialize such change. If compliance materially increases or decreases the cost or time of performance, the SERVICE PROVIDER shall promptly notify the OWNER in writing with supporting details, and the parties will negotiate an equitable adjustment (subject to appropriation and the Agreement's NTE) via written modification.

(d) Flow-Down; SAM/Debarment. The SERVICE PROVIDER shall flow down all applicable Federal requirements to every lower-tier subcontract and supplier. The SERVICE PROVIDER shall not enter into or continue any subcontract with a party that is debarred or suspended under 2 C.F.R. Parts 180 and 1200, and shall maintain current SAM.gov registration for itself and all covered subs during the Term.

(e) Representative Federal Requirements (as applicable and set out in Exhibit C). Without limitation:

1. Program Fraud and False or Fraudulent Statements; No Federal Government Obligations to Third Parties.
2. Civil Rights; Title VI; EEO; ADA/Section 504; DBE (49 C.F.R. Part 26).
3. Drug & Alcohol Testing (49 C.F.R. Part 655); PTASP/SMS (49 C.F.R. Part 673).

4. Buy America (49 U.S.C. § 5323(j); 49 C.F.R. Part 661) and Domestic Preferences (2 C.F.R. § 200.322), as applicable.
5. Restrictions on Lobbying (31 U.S.C. § 1352; 49 C.F.R. Part 20) and related certifications.
6. Access to Records and Reports (49 U.S.C. § 5325(g); 2 C.F.R. § 200.337); Records Retention (2 C.F.R. § 200.334).
7. Prohibition on Certain Telecommunications/Video Surveillance (2 C.F.R. § 200.216).
8. Energy Conservation; Clean Air/Clean Water; Cargo Preference/Fly America where applicable.
9. Termination; Disputes; Changes; Remedies clauses required by 2 C.F.R. § 200.327/Appendix II.

(f) Order of Precedence. In case of conflict between Exhibit C and other Contract Documents, the interpretation that best satisfies Federal requirements and preserves Federal participation shall control, unless the Federal Government determines otherwise.

(g) No Waiver. Failure by the OWNER to specifically reference a Federal requirement does not waive the SERVICE PROVIDER's obligation to comply where applicable.

7.2.2 LICENSES, PERMITS, REGISTRATIONS, AND APPROVALS

(a) Obtain and Maintain. The SERVICE PROVIDER shall obtain, maintain, and keep in good standing all governmental registrations, licenses, permits, approvals, and certifications required by applicable Federal, State, and local laws and regulations to perform the services under this Agreement, and shall comply with all conditions thereof at all times.

(b) Condition Precedent to NTP. Prior to Notice to Proceed, the SERVICE PROVIDER shall provide evidence of (i) authority to do business in Alabama; (ii) City of Mobile business license; and (iii) any other required operating authorizations applicable to the initial scope of services.

(c) Cost Allocation.

1. Provider Corporate Qualifications (e.g., incorporation/qualification filings, franchise taxes, professional licenses, business licenses not specific to this project) are the SERVICE PROVIDER's sole cost and not reimbursable.
2. Project-Specific Permits/Fees directly and exclusively required to operate the Mobile Transit System (e.g., vehicle registrations, inspections, route-specific permits) may be reimbursable only if pre-approved in writing by the OWNER and within the Annual NTE, per §6.1 and §2.1(O).

(d) Proof; Notice of Adverse Action. Upon request, the SERVICE PROVIDER shall promptly provide copies of required licenses/permits and evidence of good standing. The SERVICE PROVIDER shall notify the OWNER in writing within two (2) business days of any suspension, revocation, expiration, or material restriction affecting any required authorization and shall propose an immediate mitigation plan.

(e) No Performance Without Authorization; Remedies. The SERVICE PROVIDER shall not perform regulated activities without the required authorization(s). Failure to obtain or maintain required authorizations constitutes a material breach. The OWNER may suspend affected work and/or withhold payment until cured, without prejudice to other remedies.

8.1 INSURANCE REQUIREMENTS

Intent. It is the intent of the City that all insurance required under this Agreement provide full and reliable coverage to protect the City and the public. Self-insured retentions (“SIRs”) or deductibles in excess of Twenty-Five Thousand Dollars (\$25,000) are not acceptable unless supported by a fronting policy, provided to the OWNER no later than the first day of the contract term, issued by an insurer admitted to do business in the State, ensuring that such insurer remains fully and primarily liable for all covered claims.

(a) General. Prior to Notice to Proceed and throughout the Term (and any required survival periods), the SERVICE PROVIDER shall procure and maintain insurance issued by insurers licensed in Alabama with an A.M. Best rating of **A- VII** or better. Policies shall (i) name the City of Mobile as Additional Insured on liability coverages, (ii) be primary and non-contributory with any City coverage, and (iii) include a waiver of subrogation in favor of the City where permitted by law. Evidence of coverage shall be provided on ACORD certificates with copies of required endorsements attached. Policies shall ensure the SERVICE PROVIDER and any approved Local Operator; subcontractors must carry coverage as set out in subsection (i).

(b) Workers’ Compensation and Employers’ Liability.

1. Workers’ Compensation: Statutory limits as required by Alabama law.
2. Employers’ Liability: \$1,000,000 each accident / disease policy limit / disease each employee.
3. Borrowed Servant/Alternate Employer endorsement in favor of the City.

(c) Commercial General Liability (CGL). Occurrence form, ISO CG 00 01 or equivalent, including products/completed operations, independent contractors, and blanket contractual liability:

1. \$1,000,000 each occurrence; \$10,000,000 general aggregate per project; \$1,000,000 personal and advertising injury; \$10,000,000 products/completed operations aggregate.
2. Additional Insured: ISO CG 20 10 (10/01 or later) and CG 20 37 (10/01 or later) or equivalent, providing ongoing and completed operations status; primary & non-contributory endorsement.

(d) Automobile Liability. \$5,000,000 combined single limit per accident for owned, hired, and non-owned autos (including buses and support vehicles used in performance). If no owned autos, hired/non-owned coverage is required; if no vehicles are used, this requirement may be waived in writing by the City.

(e) Umbrella/Excess Liability. \$5,000,000 each occurrence and aggregate, follow-form over Employers’ Liability, CGL, and Auto, affording Additional Insured, primary & non-contributory, and waiver of subrogation protections to the same extent as the underlying policies.

(f) Professional Liability (Errors & Omissions).

1. Limits: \$1,000,000 each claim / \$1,000,000 aggregate (higher limits may be required for Special Projects).
2. Claims-made policies shall have a retroactive date no later than the Effective Date and include extended reporting of at least two (2) years following completion or termination (or continuous renewal without gap).

(g) Cyber/Privacy & Network Security Liability (applicable to technology platform and data handling).

- Third-Party Liability (privacy, security failure, regulatory): \$5,000,000.
- First-Party (breach response/forensics, crisis management, business interruption incl. contingent, data restoration, cyber extortion): \$5,000,000.
- Cyber Crime (funds transfer fraud & computer fraud): \$1,000,000 each.
- Retroactive date no later than Effective Date; one (1) year extended discovery/ERP at project end if claims-made.
- The City shall be scheduled as Additional Insured or an equivalent vicarious liability beneficiary where available; at minimum, policies shall include contractual liability for indemnity obligations. *(Note: Additional insured is not available on certain cyber forms; equivalent status is acceptable.)*

(h) Fronting Document; Certificates/Endorsements

- Provide COIs within ten (10) days of contract issuance and before NTP, and upon renewal. Attach endorsements evidencing Additional Insured (CGL/Umbrella/Auto), Primary & Non-Contributory, Waiver of Subrogation (WC/CGL/Auto/Umbrella), and any Borrowed Servant/Alternate Employer endorsements.

(i) Deductibles and Self-Insured Retentions.

All deductibles and self-insured retentions (“SIRs”) under the SERVICE PROVIDER’s insurance policies shall be the sole responsibility of the SERVICE PROVIDER, including defense costs. Deductibles or SIRs in excess of Twenty-Five Thousand Dollars (\$25,000) require the City’s prior written approval. Any deductible or SIR in excess of Twenty-Five Thousand Dollars (\$25,000) without a fronting policy issued by an admitted insurer shall be unacceptable. The City may, in its sole discretion, require the SERVICE PROVIDER to provide a letter of credit, bond, or other financial security acceptable to the City to secure the SERVICE PROVIDER’s deductible and SIR obligations.

(j) Subcontractors. The SERVICE PROVIDER shall require all tiers of subcontractors to carry insurance no less than these requirements (as appropriate to their scope), including Additional Insured, primary & non-contributory, and waiver of subrogation in favor of the City, and shall collect and maintain COIs/endorsements prior to mobilization.

(k) Policy Changes/Cancellation. Policies shall provide 30 days’ prior written notice to the City of cancellation, non-renewal, or material reduction in coverage (10 days for non-payment of premium). If the carrier cannot provide such notice, the SERVICE PROVIDER shall notify the City in writing within three (3) business days after knowledge of such change and shall not proceed without continuous coverage.

(l) No Limitation; City Rights. Insurance required herein does not limit the SERVICE PROVIDER’s obligations or liability under this Agreement. The City’s review/acceptance of COIs or endorsements is not a waiver of requirements. Failure to maintain required insurance is a material breach, for which the City may withhold payments, suspend work, or terminate for cause.

(m) Survival. Where applicable (e.g., completed operations, claims-made professional/cyber), coverage shall continue for the survival periods stated above.

9.1 WARRANTIES. The SERVICE PROVIDER represents and warrants that:

(a) Conformance & Standard of Care. From the Effective Date through expiration/termination, all services will (i) conform in all material respects to this Agreement and Exhibit A (Scope of Services); and (ii) be performed in a timely, professional, and workmanlike manner consistent with generally accepted transit industry practice.

(b) Compliance with Law. Services, deliverables, equipment configuration, and operations will at all times comply with applicable Federal, State, and local laws and regulations (including FTA

requirements, ADA/Section 504, Title VI/EEO, safety plans, drug & alcohol testing, and data/privacy/security obligations set forth herein).

(c) Personnel & Qualifications. Personnel assigned will be properly qualified, licensed/certified, and trained for their assigned duties.

(d) No Malicious Code; Rights to Provide. Any software or configuration furnished by the SERVICE PROVIDER will be free from malicious code or disabling devices and the SERVICE PROVIDER has and will maintain all rights necessary to provide the services and licenses contemplated by this Agreement (IP indemnity addressed elsewhere).

(e) Pass-Through Warranties. The SERVICE PROVIDER will pass through to the OWNER, to the extent permitted, all manufacturer/vendor warranties on equipment and materials acquired with City or grant funds.

(f) Remedy/Cure. At no additional cost to the OWNER, the SERVICE PROVIDER shall promptly correct any nonconformity or failure to meet this warranty after written notice: (i) critical safety or service-affecting issues—immediate mitigation and correction as soon as commercially reasonable; (ii) other issues—within ten (10) business days, or such shorter period as the OWNER reasonably requires. Repeated or material failures constitute a material breach and are subject to remedies (including withholding, service credits if applicable, and termination).

(g) No Waiver by Payment/Acceptance. The OWNER's review, acceptance, or payment does not waive these warranties.

(h) Survival. These warranties apply throughout the Term. For discrete deliverables (e.g., reports, configurations, integrations), warranties survive twelve (12) months after acceptance of the deliverable.

Exceptions. The warranties do not apply to nonconformities to the extent caused solely by the OWNER's misuse or unauthorized modification contrary to the SERVICE PROVIDER's written instructions.

9.1.2 NO ABSOLUTE GUARANTEE; CONTINUITY OBLIGATIONS UNAFFECTED

The SERVICE PROVIDER does not warrant that the Transit System or any associated technology will be uninterrupted or error-free at all times. However, the SERVICE PROVIDER shall (i) meet all service levels/schedules in Exhibit A; (ii) use commercially reasonable efforts to prevent, minimize, and promptly remediate interruptions and errors; (iii) maintain redundancy, backups, monitoring, and incident response consistent with industry practice; (iv) provide advance written notice of planned maintenance and schedule it during off-peak periods where practicable; and (v) correct nonconformities at no additional cost under §9.1(f).

For clarity, this subsection does not limit (A) the express warranties in §9.1, (B) data/privacy/security obligations and breach remedies, or (C) the OWNER's rights for material breach, negligence, willful misconduct, or failure to meet service activation schedules and/or post-planning KPIs.

10.1 INDEMNIFICATION AND DEFENSE BY SERVICE PROVIDER.

10.1.1 CONSTRUCTION; LIMITATIONS

This Section shall be applied only to the extent permitted by Alabama law. Nothing herein requires the SERVICE PROVIDER to indemnify or defend the City for the City's sole negligence or willful misconduct.

10.2 INDEMNIFICATION AND DEFENSE BY SERVICE PROVIDER

(a) Duty to Defend and Indemnify. To the fullest extent permitted by Law, the SERVICE PROVIDER shall defend (with counsel reasonably acceptable to the City), indemnify, and hold harmless the City of Mobile and its officers, elected officials, boards, employees, and agents (collectively, the “City Indemnitees”) from and against any and all Claims (including third-party claims and the City’s own direct losses) and all related damages, losses, liabilities, fines, penalties, judgments, settlements, and costs (including reasonable attorneys’ and expert fees and costs of investigation and enforcement), to the extent arising out of or relating to:

1. **Performance/Breach.** Any breach of this Agreement by the SERVICE PROVIDER, the Local Operator, or their employees, agents, or subcontractors of any tier (collectively, “**Provider Parties**”);
2. **Bodily Injury/Property Damage.** **Bodily injury (including death) or damage to or loss of tangible property**, including those arising from the operation of vehicles or equipment, to the extent caused by Provider Parties;
3. **Employment/Labor.** Any employment, wage/hour, benefits, workers’ compensation, unemployment, OSHA/safety, discrimination/harassment/retaliation, immigration (including E-Verify), or related claim brought by or on behalf of personnel of Provider Parties;
4. **Liens/Payment.** Failure to pay subcontractors or suppliers and any resulting liens, stop notices, or payment bond claims;
5. **Privacy/Security/Confidentiality.** Any **Security Incident**, data breach, unauthorized access/use/disclosure, or loss of **Transit Data, PII, or City Confidential Information, arising out of Provider Parties’ systems, services, or activities** (including vendors/subprocessors), and all associated investigation, remediation, notifications, credit monitoring, regulatory responses, service restoration, and third-party claims;
6. **Intellectual Property.** Any claim that the Services, deliverables, software, documentation, or other materials furnished or used by Provider Parties **infringe, misappropriate, or violate** any patent, copyright, trademark, trade secret, or other IP/proprietary right;
7. **Regulatory/Legal Violations.** Fines, penalties, assessments, or orders **to the extent caused by Provider Parties’ violation of Law**; and
8. **Hazardous Materials.** The release of hazardous or regulated materials by Provider Parties in connection with the Services.

(b) IP Remedies. In addition to the obligations above, if an IP claim is asserted or threatens the City’s use of the Services or deliverables, the SERVICE PROVIDER shall promptly, at its sole cost and without material degradation of functionality: **(i)** procure the City’s right to continue using them; **(ii)** modify or replace them with non-infringing, functionally equivalent items; or, if (i) and (ii) are not commercially reasonable, **(iii)** remove the affected items, **refund all amounts paid for the affected items/Services** (on a straight-line basis for any prepaid terms), and **reimburse the City’s reasonable transition costs**. The IP indemnity does not apply to claims to the extent arising from City-provided materials not specified or supplied by the SERVICE PROVIDER, or **modifications** made by the City outside the SERVICE PROVIDER’s documentation and without its written approval.

(c) Defense, Tender, and Settlement. The duty to defend is triggered upon the City’s written tender and shall continue until final resolution. The City may participate at its own expense. The SERVICE PROVIDER shall not settle any claim **(i)** that imposes any non-monetary obligation on a City Indemnatee, **(ii)** that admits liability or fault on behalf of a City Indemnatee, or **(iii)** that fails to provide a full and unconditional release of the City Indemnitees, **without the City’s prior written consent** (not to be

unreasonably withheld). If the SERVICE PROVIDER fails to assume or diligently prosecute the defense, the City may do so, and the SERVICE PROVIDER shall reimburse all reasonable defense costs.

(d) Priority; Insurance; SIRs. The indemnity obligations are **primary and non-contributory** with any insurance maintained by the City. **Deductibles and self-insured retentions** under the SERVICE PROVIDER's policies are the SERVICE PROVIDER's sole responsibility.

(e) Relationship to Limits; Survival. The obligations in this Section **are not limited** by any insurance coverage, by the availability of insurance proceeds, or by any limitation of liability in this Agreement (see §[Limitation of Liability] carve-outs). These obligations **survive** expiration or termination of the Agreement.

(f) Definitions. “**Claims**” means any claims, demands, suits, actions, arbitrations, regulatory investigations, administrative proceedings, or government inquiries.

(g) Proportionate Fault. Nothing herein requires the SERVICE PROVIDER to indemnify the City Indemnitees for the **City's sole negligence or willful misconduct**; however, the SERVICE PROVIDER shall indemnify **to the extent** of Provider Parties' proportionate fault.

10.3 DUTY TO DEFEND; CONTROL; SETTLEMENT

Upon the City's tender, the SERVICE PROVIDER shall promptly assume the defense with counsel reasonably acceptable to the City. The City may participate with its own counsel at its expense. The SERVICE PROVIDER shall not settle any claim that (i) imposes non-monetary obligations on, (ii) admits fault of, or (iii) fails to provide a full release for, any City Indemnitee without the City's prior written consent. If the SERVICE PROVIDER fails to defend when required, the City may defend and recover its reasonable fees and costs from the SERVICE PROVIDER to the extent of the SERVICE PROVIDER's indemnity obligations.

10.4 PROFESSIONAL SERVICES—INSURANCE-BACKED DEFENSE

Without limiting §10.2, the SERVICE PROVIDER shall defend the City Indemnitees against claims arising out of the rendering of or failure to render professional services by the SERVICE PROVIDER or its agents to the extent covered by the SERVICE PROVIDER's professional liability insurance required herein.

10.5 DESIGN-PROFESSIONAL SAVINGS CLAUSE

The parties acknowledge this Agreement concerns transit operations/management and does not contemplate design-professional services. If and to the extent any services performed hereunder are later determined to constitute the “professional services of a design professional” within the meaning of Ala. Code § 41-9A-3 (as amended), then the indemnification, defense, additional-insured, and standard-of-care obligations shall be construed and enforced only to the extent permitted by § 41-9A-3, and any inconsistent language herein shall be deemed conformed to that statute without affecting the remainder of this Section.

10.6 NO LIMITATION BY INSURANCE OR NTE; SETOFF

These obligations are independent of and not limited by required insurance, coverage limits, or any Not-to-Exceed or budget caps. The City may withhold or set off amounts reasonably incurred in connection with a claim subject to indemnification to the extent of the SERVICE PROVIDER's obligations.

10.7 NOTICE; COOPERATION; NO PREJUDICE

The City will provide prompt written notice of claims for which indemnity is sought (delay not relieving obligations except to the extent of material prejudice). The parties shall cooperate in good faith, share non-privileged information, and preserve privileges.

10.8 LIMITATION OF LIABILITY

(a) No Indirect Damages. Except for the **Carve-Outs** below, neither Party is liable to the other for indirect, incidental, special, consequential, reliance, or punitive damages, or lost or imputed profits, even if advised of the possibility. For avoidance of doubt, the reasonable, documented costs to restore, recover, or recreate City data (from backups or otherwise) are direct damages and not excluded.

(b) Cap on Liability. Except for the **Carve-Outs**, each Party's total liability for all claims arising out of or related to this Agreement shall not exceed the greater of: (i) Twelve Million Dollars (US \$12,000,000) per claim or series of related claims above insurance coverage, or (ii) the per-occurrence limit of the insurance required of the SERVICE PROVIDER under §[Insurance]. The foregoing cap applies in the aggregate to all theories of liability for such claim(s).

(c) Carve-Outs (Uncapped). The limitations in (a) and (b) **do not apply** to:

1. **Data Breach/Privacy-Security:** breach of §[Privacy/Security], unauthorized disclosure of City **PII** or **Confidential Information**, security incidents, and associated response, notification, credit monitoring, remediation, regulatory inquiries, and third-party claims;
2. **IP Infringement:** infringement, misappropriation, or violation of IP or proprietary rights and the related defense/indemnity;
3. **Willful Misconduct/Gross Negligence/Fraud;**
4. **Violation of Law/Regulatory Fines** to the extent caused by the SERVICE PROVIDER;
5. **Failure to Maintain Required Insurance;**
6. **Return/Protection of City Property and Data** (including failure to deliver or delete/return as required).

(d) Payment Obligations. The Parties' obligations to pay undisputed amounts due for properly performed Services and valid, approved pass-throughs are not subject to the cap, but such amounts shall not be treated as damages.

(e) No Sole Remedy; Equitable Relief. The foregoing does not limit either Party's right to equitable or injunctive relief (including to protect City data, systems, or Confidential Information) or the City's rights to service credits, liquidated damages, withhold/offset, or other remedies expressly provided in this Agreement.

(f) Allocation of Risk. The limitations herein are an agreed allocation of risk and shall apply **to the maximum extent permitted by Law**.

10.9 SURVIVAL

This Section survives expiration or termination of the Agreement.

11.1 LEGAL COUNSEL; CONTROL; COST ALLOCATION

(a) City Control; No Vendor Representation. The City Attorney (or designee) controls all legal matters for the Mobile Transit System. The SERVICE PROVIDER (including in-house counsel) shall not provide legal advice to, or form an attorney-client relationship with, the City. When outside counsel is needed for the City, counsel shall be selected by the City (insurer-appointed where applicable).

(b) Cost Allocation.

- 1) **Indemnified Matters.** For claims subject to the SERVICE PROVIDER's defense/indemnity under §10, the SERVICE PROVIDER shall defend and pay all associated fees and costs. Such amounts are not Operating Expenses.
- 2) **Insurance-Covered Matters.** Where insurance (City's or SERVICE PROVIDER's) responds, defense shall be handled per the policy, with insurer-appointed counsel if applicable. Deductibles/SIRs are borne as allocated in §6 (and are **not** City Operating Expenses where attributable to the SERVICE PROVIDER under this Agreement).
- 3) **City-Only Matters.** Legal services arising solely from the City's governmental/policy functions (e.g., Open Records Act responses, ordinance/policy drafting unrelated to the SERVICE PROVIDER's breach or fault) are the City's cost. Such costs are not Operating Expenses unless expressly approved in writing and within the Annual NTE.
- 4) **Vendor Disputes.** Any fees and costs incurred by the SERVICE PROVIDER in disputes with the City are the SERVICE PROVIDER's sole responsibility and shall not be charged to the Mobile Transit System or the City.

(c) Privilege; Common-Interest. All communications with City counsel are privileged and owned by the City. Where appropriate, the parties may enter into common-interest/joint-defense arrangements to preserve privilege while coordinating defense.

(d) Cooperation; Notices. Each party shall promptly notify the other of legal claims and cooperate (providing documents, witnesses, and non-privileged information) without additional charge.

(e) Settlement Authority. No party shall settle any claim that imposes obligations on, admits fault of, or fails to fully release, the City without the City's prior written consent.

12.1 FORCE MAJEURE

(a) Definition. A "Force Majeure Event" means an event beyond the reasonable control of the affected party that prevents (not merely makes more difficult or costly) performance despite the party's commercially reasonable efforts, including: acts of God; extreme weather/natural disasters; fire, flood, or explosion; epidemic/pandemic and related public-health orders; war, terrorism, civil unrest, or riot; nationwide utility, telecommunications, or Internet backbone outages; and governmental orders or changes in law that make performance illegal.

(b) Notice & Mitigation. The affected party shall give written notice within five (5) business days after becoming aware of the Force Majeure Event, describing the event, the impacted obligations, and an estimated duration, and shall use commercially reasonable efforts to avoid, mitigate, and promptly cure the impact (including activating disaster-recovery/continuity plans and sourcing reasonable alternatives). Status updates shall be provided weekly (or as reasonably requested).

(c) Relief. For the period and to the extent performance is actually prevented by a Force Majeure Event and after compliance with §12.1(b), the affected obligations are suspended, and applicable deadlines are extended day-for-day. Unless the parties agree otherwise in a written modification, relief under this Section is time-only (no additional compensation).

(d) Exclusions. Force Majeure does not include: (i) lack of funds or changes in market prices; (ii) failures of, or breaches by, the SERVICE PROVIDER's subcontractors or suppliers that were reasonably avoidable or replaceable; (iii) cyber incidents arising from the SERVICE PROVIDER's failure to maintain security required by this Agreement; or (iv) labor disputes of the SERVICE PROVIDER or its subcontractors (except a general industry-wide strike that is not limited to the SERVICE PROVIDER or its subs and is not reasonably avoidable).

(e) City Continuity Options. During a Force Majeure Event affecting the SERVICE PROVIDER, the OWNER may, without penalty, (i) procure temporary substitute services, and (ii) direct reasonable re-prioritization or partial performance. Upon cessation of the event, the SERVICE PROVIDER shall promptly resume full performance and cooperate in transition back from any temporary substitute.

(f) Extended Force Majeure. If a Force Majeure Event continues for thirty (30) consecutive days (or forty-five (45) days in the aggregate in any ninety-day period), the OWNER may, upon five (5) business days' written notice, terminate the affected portion or all of this Agreement without liability (other than payment for conforming services performed before the effective date of termination).

(g) Payments. The obligation to pay undisputed amounts for services already performed is not excused; however, if a Force Majeure Event physically prevents electronic or mail transmission of payment, the due date is extended for the minimum period of such prevention.

13.1 DISPUTE RESOLUTION; GOVERNING LAW; VENUE

13.1.1 INFORMAL RESOLUTION; CONTINUATION OF WORK

The parties shall first attempt in good faith to resolve any claim, dispute, or controversy arising out of or relating to this Agreement (a "Dispute") through their project representatives. If not resolved within ten (10) business days after written notice of the Dispute, either party may escalate to executive-level representatives who will meet (in person or by video) within ten (10) additional business days. The SERVICE PROVIDER shall continue performance during any Dispute, except to the extent the OWNER directs otherwise in writing.

13.2 OPTIONAL MEDIATION

At any time, the parties may mutually agree to non-binding mediation in Mobile, Alabama (costs shared equally) before proceeding to litigation. Mediation shall not delay a party's right to seek temporary, emergency, or injunctive relief.

13.3 LITIGATION; GOVERNING LAW; VENUE

Unless the parties agree otherwise in writing, Disputes shall be resolved in a court of competent jurisdiction located in Mobile County, Alabama. This Agreement is governed by the laws of the State of Alabama, without regard to conflict-of-laws rules. Each party consents to jurisdiction and venue in such courts.

13.4 PROVISIONAL RELIEF; EQUITABLE REMEDIES

Either party may seek temporary restraining orders, preliminary injunctions, or other equitable relief to protect public safety, continuity of transit services, Confidential Information, Transit Data, or intellectual property, without first completing §13.1–13.2.

13.5 ATTORNEYS' FEES AND COSTS

Except as otherwise provided in this Agreement (including indemnification and audit provisions) or by applicable law, each party bears its own attorneys' fees and costs in any Dispute.

13.6 NO CONTRA-PROFERENTEM

This Agreement was negotiated by sophisticated parties with the advice of counsel. No provision shall be construed against either party as drafter.

13.7 RESERVATION OF IMMUNITIES

Nothing in this Section waives the City's governmental immunities, defenses, or limitations of liability under Alabama law.

13.8 DEFAULT; NOTICE OF CURE; REMEDIES

13.8.1 NOTICE AND CURE

If either party breaches a material provision, the non-breaching party shall give written notice describing the breach in reasonable detail. The breaching party has 30 days to cure after receipt of notice (or, if not reasonably curable within 30 days, must commence cure within that period and diligently pursue to completion).

13.8.2 IMMEDIATE SUSPENSION FOR CRITICAL ISSUES

The OWNER may immediately suspend affected work (without liability) for breaches that create imminent risk to safety, security, data/privacy, legal compliance, or service continuity, or for lapses of required insurance. Suspension does not waive other remedies.

13.8.3 FAILURE TO CURE; TERMINATION FOR CAUSE

If a breach is not timely cured, the non-breaching party may terminate for cause upon written notice. In addition to termination, the OWNER may (individually or cumulatively):

- (a) withhold disputed payments;
- (b) require and monitor a Corrective Action Plan (CAP) under §13.9;
- (c) procure substitute services and recover the reasonable incremental cost;
- (d) step in temporarily to perform or secure performance (at the SERVICE PROVIDER's cost to the extent of its breach); and
- (e) pursue all other rights and remedies at law or in equity.

13.8.4 FINANCIAL DISTRESS (to the extent permitted by law).

Either party may terminate for cause upon written notice if the other party: (i) is adjudicated bankrupt; (ii) has a receiver appointed and not removed within 90 days; (iii) makes a general assignment for the benefit of creditors; or (iv) is insolvent or unable to pay debts as they come due for 90 consecutive days. Enforcement of this subsection shall be to the extent permitted by applicable bankruptcy and insolvency law.

13.9 CORRECTIVE ACTION PLAN (CAP); CUMULATIVE REMEDIES; NO WAIVER

13.9.1 CAP REQUIREMENT

If the SERVICE PROVIDER (or its contractor) fails to comply with any material provision, the OWNER may require a written CAP within the period the OWNER specifies (typically 10 business days). The CAP must identify root cause(s), specific remedial steps, responsible personnel, and timelines. Failure to deliver an acceptable CAP or to implement it on schedule constitutes a further material breach.

13.9.2 CUMULATIVE REMEDIES

The City's rights and remedies under this Agreement are cumulative and in addition to those available at law or in equity.

13.9.3 NO WAIVER

A party's exercise or non-exercise of any remedy, or acceptance of performance after breach, does not waive any other rights or remedies.

14.1 NO PERSONAL LIABILITY; CLARIFICATIONS

14.1.1 NO PERSONAL LIABILITY

No officer, elected official, director, employee, or agent of the OWNER or the SERVICE PROVIDER shall have any personal liability for the obligations of his or her principal under this Agreement; all claims shall be asserted solely against the applicable party to this Agreement.

14.1.2 CARVE-OUTS/NO LIMITATION OF OTHER RIGHTS

This section does not: (a) release any individual from liability for his or her own fraud, willful misconduct, or violation of law; (b) limit the parties' rights to insurance proceeds, surety bonds, or contractual indemnity; (c) restrict claims against subcontractors or other third parties; or (d) waive any governmental immunities, defenses, or limitations of liability available to the City under Alabama law.

14.1.3 SURVIVAL

This Section survives expiration or termination of the Agreement.

15.1 SEVERABILITY; REFORMATION; ESSENTIAL PURPOSE

(a) If any provision of this Agreement is held invalid, illegal, or unenforceable in any respect, that provision shall be enforced to the maximum extent permitted by law, and the remainder of this Agreement shall continue in full force and effect.

(b) The court or other tribunal is authorized to reform (blue-pencil) the invalid, illegal, or unenforceable provision to the minimum extent necessary to effect the parties' original intent as closely as possible and preserve the essential purpose of this Agreement.

(c) If a required reformation or deletion would materially and adversely affect a party's rights or obligations, the parties shall negotiate in good faith to amend the Agreement to achieve a substantially equivalent result. If they cannot agree within thirty (30) days, the OWNER may terminate the affected portion (or, if the impact is pervasive, the Agreement) without penalty, subject to payment for conforming services performed before the effective termination date.

(d) This Section does not waive or limit any statutory requirements that must be incorporated by law or any governmental immunities or defenses available to the City.

16.1 TERMINATION FOR CONVENIENCE; NOTICE

(a) By OWNER. The OWNER may terminate this Agreement, in whole or in part, for convenience at any time upon sixty (60) days' written notice to the SERVICE PROVIDER.

(b) By SERVICE PROVIDER. The SERVICE PROVIDER may not terminate for convenience and may terminate only for cause under §13.8.3(c) Notice Mechanics. Written notice may be delivered by hand, overnight courier, or email (with confirmation of transmission) to the addresses below (or as updated by notice). Effective date is upon receipt (email on the business day sent if before 5:00 p.m. Central, otherwise next business day).

- To the OWNER: Finance Administration Department, 205 Government Street, 4th Floor South Tower, Room 468, Mobile, AL 36633, with a copy (which does not constitute notice) to the City Attorney.
- To the SERVICE PROVIDER: The address and email designated in §4.2.2 (as updated by notice).

16.2 EFFECT OF CONVENIENCE TERMINATION; PAYMENTS

- (a) The OWNER shall pay the SERVICE PROVIDER for conforming services properly performed up to the termination effective date, less amounts previously paid, and for any pre-approved, reasonable demobilization/transition costs.
- (b) The OWNER shall not be liable for lost profits, consequential, incidental, or expectation damages, unperformed work, or early termination charges (including liquidated damages in third-party contracts) unless expressly approved in writing by the OWNER in advance.
- (c) Any prepaid but unearned amounts shall be refunded within thirty (30) days after termination.

16.3 TRANSITION ASSISTANCE; RETURN OF CITY PROPERTY AND DATA

Upon notice of termination (or notice of intent), the SERVICE PROVIDER shall: (i) take all reasonable steps to minimize costs; (ii) continue performance as directed; (iii) provide up to thirty (30) days of transition assistance as reasonably requested; (iv) promptly deliver to the OWNER all City property, Transit Revenue, Transit Data (complete, current, machine-readable exports plus data dictionary), records, credentials, keys, and in-process work; and (v) assign or facilitate assignment/novation of approved subcontracts to the OWNER at the OWNER's option.

16.4 PARTIAL TERMINATION

The OWNER may terminate any portion of the Services for convenience upon sixty (60) days prior written notice; the Agreement remains in effect for the remainder, with equitable adjustment to fees/schedules as mutually agreed in writing.

16.5 FINAL ACCOUNTING; AUDIT

Within thirty (30) days after termination, the SERVICE PROVIDER shall submit a final invoice and final accounting with supporting documentation. The OWNER's rights of audit, setoff, and recovery survive and apply to close-out.

16.6 SURVIVAL

Sections relating to confidentiality, Transit Data, IP, records retention/audit, indemnification, limits of liability, revenue handling, insurance, and dispute resolution survive termination to the extent applicable.

17.1 CONFIDENTIALITY

(a) Definitions; Marking. "Confidential Information" means non-public information disclosed by a party (Disclosing Party) to the other (Receiving Party) in any form (oral, written, electronic, or visual) that is (i) marked or identified as confidential or proprietary at disclosure, or (ii) by its nature a reasonable person would understand to be confidential (e.g., security architecture, trade secrets, non-public financials). Oral disclosures must be summarized in writing within ten (10) business days to be treated as Confidential Information.

(b) Use and Care; Need-to-Know; Flow-Down. The Receiving Party shall (i) use Confidential Information solely to perform this Agreement; (ii) protect it using at least the same degree of care it uses for its own like information, and no less than reasonable care; and (iii) disclose it only to its employees, professional advisors, insurers, auditors, and approved subcontractors who have a need to know and are bound by confidentiality obligations no less protective than this Section. The Receiving Party remains responsible for compliance by those recipients.

(c) Ownership; No License. Confidential Information remains the Disclosing Party's property. Except as expressly licensed elsewhere in this Agreement, **no** rights are granted by implication, estoppel, or otherwise.

(d) Exclusions. Obligations in §17.1 do not apply to information the Receiving Party proves by contemporaneous records: (1) was already known to it without restriction; (2) is or becomes public through no breach; (3) was rightfully received from a third party without duty of confidentiality; or (4) was independently developed without use of the Disclosing Party's Confidential Information.

(e) Compelled Disclosure. If the Receiving Party is legally required (by subpoena, court/administrative order, or regulator) to disclose Confidential Information, it shall, to the extent lawful and practicable, provide prompt written notice to the Disclosing Party to allow it to seek protective relief. The Receiving Party will disclose only what is legally required and will reasonably cooperate (at the Disclosing Party's expense) with efforts to limit or protect the disclosure.

(f) Public Records (Alabama). The parties acknowledge the City is subject to the Alabama Open Records Act (Ala. Code § 36-12-40 et seq.) and similar laws. If the OWNER receives a request that may encompass the SERVICE PROVIDER's Confidential Information, the OWNER will provide prompt notice and reasonably cooperate with the SERVICE PROVIDER's efforts to assert applicable exemptions (e.g., trade secret), including reviewing Provider-supplied proposed redactions. The OWNER will make the final determination required by law and may disclose records as legally required; the SERVICE PROVIDER is responsible for seeking any protective order or other relief.

(g) Transit Data and Work Product. For clarity, Transit Data (and other City-owned data) and Work Product owned by the OWNER under this Agreement are not the SERVICE PROVIDER's Confidential Information. Treatment and use of Transit Data are governed by §6.8 and related provisions. Nothing in this Section limits the OWNER's right to use or publish aggregated/de-identified data consistent with law and policy.

(h) Return/Destruction. Upon the Disclosing Party's written request or upon termination/expiration, the Receiving Party shall within 30 days return or securely destroy the Disclosing Party's Confidential Information (and certify destruction upon request), except that (i) one archival copy may be retained solely for compliance and dispute-resolution purposes, and (ii) information stored in routine backups may be deleted on the Receiving Party's normal deletion cycle, provided it remains protected and not used. Any litigation hold issued by the OWNER supersedes deletion until released.

(i) Injunctive Relief. Unauthorized use or disclosure may cause irreparable harm. The Disclosing Party is entitled to seek injunctive or equitable relief (in addition to other remedies) without posting bond to the extent permitted by law.

(j) Survival. These obligations survive for five (5) years after termination/expiration; for information qualifying as a trade secret under applicable law, obligations continue for so long as the information remains a trade secret.

(k) No Conflict with Security/Data Clauses. Security, privacy, and breach-notification requirements in this Agreement (including §6.8 and insurance/indemnity provisions) apply in addition to, and not in lieu of, this Section.

(l) Public Nature of Agreement and Pricing. The parties acknowledge that this Agreement—including pricing/fee schedules, compensation terms, and most communications concerning public business—constitutes public records subject to the Alabama Open Records Act (Ala. Code § 36-12-40 et seq.) and may be disclosed except to the extent an applicable legal exemption (e.g., trade secret, security-sensitive information) applies. The SERVICE PROVIDER shall clearly mark any materials it contends are exempt and provide a brief written basis for the claimed exemption; the OWNER will

make the final determination required by law and may disclose records as legally required. Nothing in this subsection limits the OWNER's rights in Transit Data or Work Product.

18.1 NON-DISCRIMINATION; CIVIL RIGHTS; DBE

18.1.1 GENERAL COMPLIANCE

The SERVICE PROVIDER shall comply with all applicable Federal, State, and local civil-rights laws and regulations, including without limitation: Title VI of the Civil Rights Act (49 C.F.R. Part 21), Title VII, Age Discrimination in Employment Act, Americans with Disabilities Act (ADA) Titles II/III and Section 504 of the Rehabilitation Act (49 C.F.R. Part 27; 49 C.F.R. Part 37/38 for transit), the Genetic Information Nondiscrimination Act, and all implementing rules and guidance of the U.S. DOT/FTA.

18.1.2 CITY ORDINANCES

The SERVICE PROVIDER shall comply with City of Mobile Ordinance No. 14-034 (nondiscrimination; reasonable efforts toward 15% participation by socially and economically disadvantaged individuals/businesses) and Ordinance No. 02-050 (employment nondiscrimination). The SERVICE PROVIDER shall require all subcontractors to do the same.

18.1.3 SERVICE DELIVERY (TITLE VI/ADA)

In operating the Mobile Transit System, the SERVICE PROVIDER shall not, on the basis of race, color, national origin, sex (including sexual orientation and gender identity), age, or disability, deny benefits of, exclude from participation in, or otherwise discriminate in any service, program, or activity. The SERVICE PROVIDER shall implement ADA requirements (reasonable modifications, accessible vehicles/facilities, complementary paratransit, maintenance of accessibility features) and Title VI public-notice/LEP obligations as directed by the OWNER.

18.1.4 EMPLOYMENT/EEO

The SERVICE PROVIDER shall maintain an Equal Employment Opportunity policy prohibiting discrimination or harassment based on any status protected by law and shall take affirmative action as required by applicable regulations. Where thresholds are triggered, the SERVICE PROVIDER shall develop and implement an FTA-compliant EEO Program and provide it to the OWNER upon request.

18.1.5 DBE (49 C.F.R. PART 26)

To the extent Federal funds are involved, the SERVICE PROVIDER shall comply with the OWNER's DBE Program, make documented good-faith efforts to meet any DBE participation goals, submit required utilization/paid-to-date reports, and flow down DBE requirements to all lower tiers.

18.1.6 FLOW-DOWN; RECORDS; COOPERATION

The SERVICE PROVIDER shall include this Section in all subcontracts of any tier and maintain records demonstrating compliance. The SERVICE PROVIDER shall cooperate with the OWNER's monitoring, investigations, and any State/Federal reviews and shall promptly implement corrective actions directed by the OWNER.

18.1.7 REMEDIES

Noncompliance is a material breach and may result in remedies including withholding, suspension, termination, and other relief available at law, in equity, or under grant requirements.

19.1 IMMIGRATION LAWS COMPLIANCE

19.1.1 COMPLIANCE

The SERVICE PROVIDER shall comply with all applicable Federal immigration laws (including 8 U.S.C. §1324a (IRCA)) and Alabama's immigration compliance requirements (including Ala. Code §31-13-9 et seq.), for the duration of this Agreement.

19.1.2 E-VERIFY

The SERVICE PROVIDER represents that it is enrolled in and uses DHS's E-Verify program and will continue to do so to verify the employment eligibility of all newly hired employees who will perform work in Alabama under this Agreement. Upon request, the SERVICE PROVIDER shall provide its E-Verify Company ID and evidence of enrollment.

19.1.3 SUBCONTRACTORS (FLOW-DOWN)

The SERVICE PROVIDER shall require all tiers of subcontractors performing work under this Agreement in Alabama to (i) enroll in and use E-Verify for newly hired employees, and (ii) provide written verification/affidavits of compliance before commencing work. The SERVICE PROVIDER shall maintain these records and make them available to the OWNER upon request.

19.1.4 RECORDS; AUDIT; NOTICE

The SERVICE PROVIDER shall maintain documentation demonstrating compliance and shall provide reasonable access for inspection/audit by the OWNER. The SERVICE PROVIDER shall promptly notify the OWNER (within two business days) of any DHS/ICE or other governmental notice of investigation, audit, or proposed fine relating to immigration-compliance issues affecting performance of this Agreement.

19.1.5 REMEDIES

Any violation of this Section is a material breach. Without limiting other rights, the OWNER may withhold payment, suspend work, or terminate for cause. The SERVICE PROVIDER shall be responsible for fines, penalties, and costs (including reasonable attorneys' fees) to the extent arising from its or its subcontractors' noncompliance and shall not charge such amounts as Operating Expenses.

19.1.6 NO MISUSE OR DISCRIMINATION

Nothing in this Section authorizes the misuse of E-Verify or discrimination against any person authorized to work in the United States. The SERVICE PROVIDER shall administer employment practices consistent with applicable nondiscrimination laws and this Agreement.

20.1 EXPORT LAWS

Export/Sanctions & Data Residency (Slim). The SERVICE PROVIDER will comply with U.S. export control and sanctions laws and 2 C.F.R. § 200.216. The SERVICE PROVIDER represents it, and its subs are not restricted parties and will screen vendors accordingly. Transit Data shall be stored and processed in the United States and not accessed from outside the U.S. without the OWNER's prior written approval. No hardware, software, or services prohibited by Federal grant rules or U.S. sanctions will be provided under this Agreement. The SERVICE PROVIDER will promptly notify the OWNER of any government inquiry that could affect performance.

21.1 ANTI-BRIBERY, ANTI-CORRUPTION, AND ETHICS COMPLIANCE

(a) Compliance. Each party shall comply with all applicable anti-bribery, anti-corruption, and ethics laws in connection with this Agreement, including, as applicable, the U.S. Foreign Corrupt Practices Act (15 U.S.C. §§78dd-1 et seq.), the Federal Anti-Kickback Act (41 U.S.C. §§8701–8707), the Alabama Ethics Act (Ala. Code §36-25-1 et seq.), Alabama criminal bribery/kickback statutes, and any City of Mobile ethics or gift ordinances.

(b) Prohibited Conduct. The SERVICE PROVIDER (and its employees/agents/subcontractors) shall not, directly or indirectly, offer, give, solicit, or accept any bribe, kickback, payoff, facilitation payment, or anything of value intended to improperly influence any act or decision, secure an improper advantage, or obtain/retain business. Gifts, meals, entertainment, travel, or hospitality to City personnel are prohibited except as expressly allowed by applicable City/State ethics rules and then only de minimis and properly reported.

(c) Third Parties; Flow-Down. The SERVICE PROVIDER shall conduct reasonable due diligence on intermediaries and flow down this Section to all subcontractors and suppliers performing under this Agreement and remain responsible for their compliance.

(d) Books, Records, and Controls. The SERVICE PROVIDER shall maintain accurate books and records and internal controls sufficient to demonstrate compliance with this Section and shall make such records relating to compliance available for inspection/audit by the OWNER upon reasonable notice.

(e) Conflicts; Political Activity. The SERVICE PROVIDER shall avoid conflicts of interest and promptly disclose any actual or potential conflict to the OWNER. No political contribution or expenditure may be made with the intent to obtain or retain work under this Agreement.

(f) Notice; Cooperation. The SERVICE PROVIDER shall promptly notify the OWNER (within five (5) business days) of any government investigation, subpoena, or indictment alleging violations of anti-bribery, anti-corruption, or kickback laws related to this Agreement, and shall cooperate with the OWNER in any related inquiry.

(g) Remedies. Any breach of this Section is a material breach. Without limiting other rights, the OWNER may withhold payment, suspend work, or terminate for cause, and recover resulting damages to the extent of the SERVICE PROVIDER's fault. Amounts paid or costs incurred in violation of this Section are not reimbursable as Operating Expenses.

(h) No Retaliation. The SERVICE PROVIDER shall maintain a policy prohibiting retaliation against personnel who in good faith report suspected violations related to this Agreement.

22.1 ANTI-BOYCOTT COMPLIANCE (ALABAMA)

(a) Statutory Compliance. The SERVICE PROVIDER shall comply with Ala. Code § 41-16-5 (Public contracts with entities engaging in certain boycotting activities) and, if applicable, Ala. Code §§ 41-16-160 et seq. (Economic Boycotts), as each may be amended during the Term.

(b) Representation & Continuing Covenant. The SERVICE PROVIDER represents that it is not currently engaged in, and covenants that for the duration of this Agreement it will not engage in, a boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama enjoys open trade, to the extent required by applicable law. Upon request, the SERVICE PROVIDER shall execute the City's certification form and provide any supporting information reasonably requested to verify compliance.

(c) Flow-Down to Subcontractors. The SERVICE PROVIDER shall require all subcontractors of any tier providing goods or services under this Agreement to comply with the same statutory requirements and, when requested, to provide written certifications prior to commencing work.

(d) Notice of Change. The SERVICE PROVIDER shall promptly notify the City in writing if any representation in this Section becomes inaccurate or if it receives notice that its status may affect eligibility for public contracting under these statutes.

(e) Remedies. Any breach of this Section is a material breach. Without limiting other rights, the City may withhold payment, suspend work, or terminate for cause, and recover resulting damages to the extent of the breach. Amounts attributable to noncompliance are not reimbursable as Operating Expenses.

(f) Savings/Scope. This Section applies only to the extent required by applicable law (including any statutory thresholds, exemptions, or judicial limitations). If any portion is held unenforceable as to a

particular circumstance, it shall be conformed to the maximum extent permitted without affecting the remainder.

23.1 ASSIGNMENT; CHANGE OF CONTROL; SUBCONTRACTING; NO THIRD-PARTY BENEFICIARIES

23.1.1 NO ASSIGNMENT/DELEGATION BY SERVICE PROVIDER WITHOUT CONSENT

The SERVICE PROVIDER shall not assign, delegate, sublet, or otherwise transfer this Agreement or any right or obligation hereunder—including by operation of law—without the OWNER's prior written consent, which may be granted or withheld in the OWNER's sole discretion. Any attempted transfer without consent is void.

23.1.2 CHANGE OF CONTROL; DEEMED ASSIGNMENT

Any direct or indirect change in ownership, control, or management of the SERVICE PROVIDER or its local operating entity (including merger, consolidation, sale of substantially all assets, transfer of a controlling equity interest, or management agreement that shifts control) constitutes an assignment and requires the OWNER's prior written consent. The SERVICE PROVIDER shall provide at least 30 days' prior written notice and information reasonably requested by the OWNER; the OWNER may condition consent (e.g., assurances, guaranty, insurance).

23.1.3 SUBCONTRACTING

The SERVICE PROVIDER shall not subcontract any material portion of the Services without the OWNER's prior written approval. All approved subcontracts must be in writing, flow down applicable requirements (including audit/access, data/security, insurance, federal/FTA clauses, DBE, and records retention), and prohibit further assignment without the OWNER's consent. The SERVICE PROVIDER remains fully responsible for subcontractor acts/omissions; no subcontract creates privity with the OWNER.

23.1.4 ASSIGNMENT OF PAYMENTS PROHIBITED

The SERVICE PROVIDER shall not assign or factor receivables, grant a security interest in payment rights, or file a UCC financing statement against the OWNER's payments without the OWNER's prior written consent. The OWNER may make good-faith payment to the SERVICE PROVIDER notwithstanding third-party notices.

23.1.5 OWNER'S ASSIGNMENT

The OWNER may assign this Agreement, in whole or in part, to another public entity (including a regional transit authority or grant recipient/administrator) upon written notice to the SERVICE PROVIDER.

23.1.6 NO RELEASE BY CONSENT

Consent to any assignment, change of control, or subcontract does not release the SERVICE PROVIDER; it remains jointly and severally liable with any permitted assignee for full performance.

23.1.7 BINDING EFFECT

This Agreement binds and benefits the parties and their respective permitted successors and assigns.

23.1.8 NO THIRD-PARTY BENEFICIARIES

Except as expressly stated (e.g., Additional Insureds under §8, City Indemnitees under §10), this Agreement creates no rights in any third party (including riders or subcontractors) and shall not be construed to establish third-party beneficiary status or privity with anyone other than the OWNER and the SERVICE PROVIDER.

24.1 INDEPENDENT CONTRACTOR; NO AGENCY OR JOINT VENTURE

24.1.1 STATUS

The SERVICE PROVIDER is an independent contractor and is not an agent, employee, partner, or joint venturer of the City. Nothing in this Agreement shall be construed to create any agency, partnership, joint venture, fiduciary, or employment relationship between the parties.

24.1.2 NO AUTHORITY TO BIND

The SERVICE PROVIDER and its personnel have no authority to bind the City, make representations on the City's behalf, incur obligations, sign contracts, or otherwise commit the City except where expressly authorized in a specific written instrument executed by the City.

24.1.3 CONTROL OF MEANS AND METHODS

The SERVICE PROVIDER is solely responsible for the means, methods, sequencing, supervision, and safety of its operations and personnel. The City may issue directions regarding results, schedules, policies, or service standards without affecting the SERVICE PROVIDER's independent-contractor status.

24.1.4 PERSONNEL; TAXES & BENEFITS

All individuals the SERVICE PROVIDER engages to perform the Services are exclusively the SERVICE PROVIDER's personnel. The SERVICE PROVIDER shall be solely responsible for wages, withholdings, payroll taxes, workers' compensation, unemployment insurance, benefits, immigration/I-9/E-Verify compliance, and all other employment obligations. Such personnel are not eligible for any City benefits.

24.1.5 IDENTIFICATION; COMMUNICATIONS

At its expense and consistent with City branding policies, the SERVICE PROVIDER shall ensure that uniforms, badges, vehicles, digital interfaces, customer communications, and public-facing materials clearly identify the SERVICE PROVIDER (e.g., "operated by [Provider] for the City of Mobile") and do not suggest City employment or general agency.

24.1.6 LIMITED DELEGATIONS

Any limited delegation expressly stated in this Agreement (e.g., receiving, collecting, and depositing Transit Revenue as directed by the City) does not create a general agency or alter the independent-contractor relationship.

24.1.7 FLOW-DOWN

The SERVICE PROVIDER shall require its subcontractors and suppliers to comply with this Section and shall be responsible for their compliance.

25.1 COUNTERPARTS; ELECTRONIC SIGNATURES

This Agreement may be executed in counterparts, each of which is deemed an original, and signatures delivered by PDF or reliable electronic signature shall have the same force and effect as originals.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement—the City of Mobile, by and through its Mayor acting with full authority of office, and the SERVICE PROVIDER, by its duly authorized signatory—as of the Effective Date set forth in Section 3.1. Each signatory represents and warrants that he or she has full authority to bind the respective party.

City of Mobile

OWNER:

Signature

William S. Stimpson, Mayor

Printed Name and Title

Port City Transit, LLC:

SERVICE PROVIDER:

Signed by:


Signature

Michael Vaccarino

Printed Name and Title

Manager

(Corporate Seal if applicable)

ATTEST: City of Mobile

City Clerk

SERVICE PROVIDER:

STATE OF ALABAMA

COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared _____ as _____ of _____ 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 _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT A

Transit Provider Services

Mobile, Alabama

Reference # 5963

SCOPE OF SERVICES

SERVICE PROVIDER'S NAME will provide the following services, which will be set forth in greater detail in one or more of the below sections:

- 1) Full and comprehensive "turnkey" management, operations, logistics, maintenance, promotion, and innovation implementation(s), including end-to-end technology platform(s), for the Mobile Transit System, integrated with an expanded, City-funded equivalent version of Mobile Area Chamber of Commerce's pilot ride-share program "MoGo;"
- 2) Fixed route, paratransit, and Microtransit services, to the greatest degree possible, within all annexed areas of City of Mobile;
- 3) Advisory and technical assistance as may be reasonably required in the management of the Mobile Transit System.

Provision 1- Service Provider shall assume control of the existing transit system and operate it mostly as-is from execution date of the contract through month nine of the Agreement.

Provision 2- Service Provider shall be prepared to start operations of the re-branded and fully integrated system, including the new and expanded on demand rideshare service, which is then operated more in line with the VIA proposal for services from the start of month ten and for the next four annual terms of the contract.

Provision 3- The SERVICE PROVIDER reserves the right and has an obligation to adjust services to a level that coincides with the total funding amount for any fiscal year, but shall consult the OWNER prior to implementing said adjustments to the system. Any adjustments to the system shall be communicated to the public by and through the SERVICE PROVIDER.

EXHIBIT B

Citywide Transit Provider Services
Mobile, Alabama
Reference # 5963

FEES

Via's fee proposal is structured around a **fixed annual commitment of \$8 million from the City**, supplemented by federal formula funding for operating and capital expenditures. This fee reflects the total anticipated operating cost for the system at current service levels, including staffing, vehicle maintenance, insurance, vendor contracts, and all other services enumerated in the scope. The table below summarizes the funding contributions from the City and from other sources for each year of the five-year contract, as well as the monthly billed amount. A not-to-exceed contract amount ensures that the City's cost commitment remains transparent and consistent through the life of the proposed arrangement.

	Year 1	Year 2	Year 3	Year 4	Year 5
Operating Costs (Via Contract)					
Startup Costs	\$100,000	\$0	\$0	\$0	\$0
Fixed Route, Paratransit, & Microtransit Operations	\$11,428,873	\$11,657,451	\$11,923,177	\$12,128,412	\$12,370,980
Total Operating Costs (Contract Not-to-Exceed)	\$11,528,873	\$11,657,451	\$11,923,177	\$12,128,412	\$12,370,980
Total Not-to-Exceed Amount from Local Funds	\$8,000,000	\$8,000,000	\$8,000,000	\$8,000,000	\$8,000,000
Total Not-to-Exceed Amount from Federal/Other Funds	\$3,428,873	\$3,657,451	\$3,923,177	\$4,128,412	\$4,370,980
Upfront Billed Amount	\$100,000	\$0	\$0	\$0	\$0
Monthly Billed Amount (1/12 NTE, Less Startup Costs)	\$952,406	\$971,454	\$993,598	\$1,010,701	\$1,030,915
Monthly Billed Amount from Local Funds	\$666,667	\$666,667	\$666,667	\$666,667	\$666,667
Monthly Billed Amount from Federal/Other Funds	\$285,739	\$304,788	\$326,931	\$344,034	\$364,248

Note: As the operator of Mobile's transit network, Via would be subject to inflationary pressures over the term, most notably for labor costs. As such, we've reflected a 2% Y-o-Y price increase, which is funded by assumed corresponding increases in federal funding and fare revenue. **The local contribution from Mobile is unchanged.**

EXHIBIT C

FEDERAL REQUIREMENTS

1) Program Fraud and False or Fraudulent Statements and Claims.

The Contractor acknowledges and agrees as follows:

A. The Contractor acknowledges that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et al. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Project. Accordingly, by signing the Contract or Subcontract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the covered by the Contract. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

B. The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(11)(1), to the extent that the Federal Government deems appropriate.

C. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

2) Federal Changes.

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Fonn FTA MA (2) dated October, 1995) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

3) Civil Rights Requirements.

The following requirements apply to the underlying contract:

- A. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act

of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

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

1) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et al., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

2) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29

C.F.R. Part [630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

C. The Contractor *also* agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

4) Title VI.

During the performance of this contract, the contractor, for itself, its assignees and successors in interest {hereinafter referred to as the "contractor") agrees as follows:

A. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") title 49, CFR, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

B. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and Leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix 8 of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or Leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the **-Purchaser** or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish

this information the contractor shall so certify to the **Purchaser**, or the -Federal Transit Administration (FTA) as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Compliance: In the event of the contractor's noncompliance with nondiscrimination provisions of this contract, the **Purchaser** shall impose contract sanctions as it or the (Name of the Appropriate Administration) may determine to be appropriate, including, but not limited to:

- 1) withholding of payments to the contractor under the contract until the contractor complies; and/or cancellation, termination, or suspension of the contract, in whole or in part.

5) Termination Provisions.

A. Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies **in** accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the **Purchaser** may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the **Purchaser** that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the **Purchaser**, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

B. Opportunity to Cure (General Provision)

The **Purchaser** in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to **Purchaser's** satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor or written notice from **Purchaser** setting forth the nature of said breach or default, **Purchaser** shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to

preclude **Purchaser** from also pursuing all available remedies against Contractor and its Sureties for said breach or default.

C. Waiver of Remedies for any Breach

In the event that **Purchaser** elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by **Purchaser** shall not limit **Purchaser's** remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

6) Requirements for Disadvantaged Business Enterprises (DBE).

The Federal Fiscal Year goal has been set by (**Grantee**) in an attempt to match projected procurements with available qualified disadvantaged businesses. **Purchaser** goals for budgeted service contracts, bus parts, and other material and supplies for Disadvantaged Business Enterprises have been established by **Purchaser** as set forth by the Department of Transportation Regulations 49 C.P.R. Part 23, March 31, 1980, and amended by Section 106(c) of the Surface Transportation Assistance Act of 1987, and is considered pertinent to any contract resulting from this request for proposal. If a specific DBE goal is assigned to this contract, it will be clearly stated in the Special Specifications, and if the contractor is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBE's in the work provided, **Purchaser** may declare the Contractor non-complaint and in breach of contract. If a goal is not stated in the Special Specifications, it will be understood that no specific goal is assigned to this contract.

- A. Policy- It is the policy of the Department of Transportation and **Purchaser** that Disadvantaged Business Enterprises, as defined in 49 CFR Part 23, and as amended in Section 106(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, shall have the maximum opportunity to participate in the performance of Contract financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Section 106(c) of the STURAA of 1987, apply to this Contract. The Contractor agrees to ensure that DBEs as defined in 49 CFR Part 23 and Section 106(c) of the STURAA of 1987, have the maximum opportunity to participate in the whole or in part with federal funds provided under this Agreement. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with the Regulations to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. The Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in the award and performance of subcontracts.

It is further the policy of **Purchaser** to promote the development and increase the participation of businesses owned and controlled by disadvantaged. DBE involvement in all phases of **Purchaser** procurement activities are encouraged.

B. DBE obligation - The Contractor and its subcontractors agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under the Agreement. In that regard, all Contractors and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 as amended, to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Where the Contractor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBE's in the work provided, **Purchaser** may declare the contractor non-complaint and in breach of contract. The Contractor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with **Purchaser** DBE program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of **Purchaser** and will be submitted to **Purchaser** upon request. **Purchaser** will provide affirmative assistance as may be reasonable and necessary to assist the prime contractor in implementing their programs for DBE participation. The assistance may include the following upon request:

- Identification of qualified DBE
- Available listing of Minority Assistance Agencies
- Holding bid conferences to emphasize requirements DBE Program Definitions, as used in the contract:

- A. Disadvantaged business "means a small business concern":
- 1) Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and
 - 2) Whose management and day business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. or
 - 3) Which is at least 51 percent owned by one or more women individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more women individuals; and
 - 4) Whose management and daily business operations are controlled by one or more women individuals who own it.

B. "Small business concern" means a small business as defined by Section 3 of the Small Business Act and Appendix B- (Section 106(c)) Determinations of Business Size.

C. "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and States (or lawfully admitted permanent residents) and who are black Americans, Hispanic Americans, Native

Americans, Asian-Pacific Americans, Asian-Indian Americans, or women, and any other minorities or

- D. Individuals found to be disadvantaged by the Small Business Administration pursuant to section g(a) of the Small Business Act.

- 1) "Black Americans", which includes persons having origins in any of the Black racial groups of Africa;
- 2) "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuba, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
- 3) "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
- 4) "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of Pacific, and the Northern Marianas;
- 5) "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, mid Bangladesh.

7) Environmental Protection.

The Contractor agrees to comply with all applicable requirements of the National Environmental Policy Act-of 1969, as amended, 42 U. S.C. §§ 4321 et seq. in accordance, with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; FTA statutory requirements on environmental matters at 49 U.S. C. § 5324(b); Council on Environmental Quality Regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and joint FHWA/FTA Regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

8) Energy Conservation.

The contractor agrees to comply with 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.

9) Privacy.

To the extent that the Contractor, any third party contractor at any tier, any sub-recipient at any tier, or their employees administer any system of records on behalf of the Federal Government, the Contractor agrees to comply with, and assures the compliance of each affected third party contractor at any tier, each affected sub-recipient at any tier, and their employees with the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552, (the Privacy Act). Specifically:

A. Consent of Federal Government. The Contractor agrees to obtain the express consent of the Federal Government before it or its subcontractors, or any

B. of their employees operates a system of records on behalf of the Federal Government.

C. Acknowledgment of Civil and Criminal Penalties. The Contractor acknowledges that the requirements of the Privacy Act, including the civil and criminal penalties for violations of the Privacy Act apply to those individuals administering a system of records for the Federal Government under the Project, and that failure to comply with the Privacy Act may result in termination of the Contract.

10) Access to Records and Reports.

The following access to records requirements apply to this Contract:

- A. Where the Purchaser is not a State but a local government and is the FTA recipient or a subgrantee of the FTA recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)(1), which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- B. Where the Purchaser is a State and is the FTA recipient or a sub-grantee of the FTA recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)(1), which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
- C. Where any Purchaser which is the FTA recipient or a sub-grantee of the FTA recipient in accordance with 49 U. S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)(1)) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the

Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

D. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcripts as reasonably needed.

11) Access to Records.

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of a such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(1).

12) Clean Air.

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S. C. §§ 7401 et seq. Specifically:

- A. To report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. To include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by the FTA.

13) Clean Water.

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et. seq. The contractor agrees to report each violation to the **(Grantee)** and understands and agrees that the State will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

14) Notification of Federal Participation.

In the announcement of any third party contract award for goods or services (including construction services) having an aggregate value of \$500,000 or more, the Contractor agrees to specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express the amount of that Federal assistance as a percentage of the total cost of that third party contract.

15) 13(c) and Transit Employee Protective Arrangements.

The Contractor agrees to the comply with applicable transit employee protective requirements as follows:

- A. General Transit Employee Protective Requirements. To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. § 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (I), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.
- B. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities. If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body sub-recipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth in the Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.
- C. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas. If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S.

D. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

16) Charter Service Operations.

The Contractor agrees to comply with 49 U. S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

17) School Transportation Operations.

Pursuant to 49 U. S.C. 5323(f) and 49 CFR Part 605, recipients and sub-recipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub-recipients may not use federally funded equipment, vehicles, or facilities.

18) Access Requirements for Individuals with Disabilities.

The Contractor agrees to comply with the requirements of The Americans with Disabilities Act (ADA), 42 U.S.C. 12101 et seq., including but not limited to the regulatory provisions of 49 CFR Parts 27, 37 and 39.

19) Drug Abuse and Testing Requirements.

The Contractor agrees to participate in **Purchaser's** drug and alcohol program established in compliance with 40 FR 653 and 654. The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating

administrations, the State Oversight Agency to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The Contractor agrees further to certify annually its compliance with Parts 653 and 654 and to submit the Management Information System (MIS) reports annually. To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

20) Disputes.

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of **Purchaser's** representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the next higher chain of command. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of this person shall be appealable to an arbitrator.

Performance During Dispute. Unless otherwise directed by **Purchaser**, Contractor shall continue performance under this Contract while matters in dispute are being resolved, unless dispute involves a past due payment owed to Contractor uncured within 90 days, in which case Contractor may discontinue performance.

Claims for Damages. Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies. Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the **Purchaser** and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the **Purchaser** is located.

Rights and Remedies. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the **Purchaser** or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

21) Incorporation of FTA Terms.

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220. ID, dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, failure to perform any act, or refuse to comply with any **Purchaser** requests which would cause **Purchaser** to be in violation of the FTA terms and conditions.

EXHIBIT D**Transit Provider Services****Mobile, Alabama****Reference # 5963****City of Mobile — Brand Guidelines****THE WAVE Transit System**

1) Purpose & Scope

These Guidelines govern use of the City of Mobile’s transit brand, including “THE WAVE” name, wordmarks, logos, and trade dress (the “City Marks”). They apply to the Service Provider and its approved subcontractors solely for operating, marketing, and communicating about the City’s public transit system under the Agreement. These Guidelines form part of the Agreement’s trademark license and quality-control requirements.

2) Ownership; Permissions

- The City of Mobile owns all right, title, and interest in the City Marks and the goodwill they symbolize.
- No modifications to any logo or wordmark without the City’s prior written approval.
- Use of the City Marks may not imply sponsorship or endorsement beyond the services provided under the Agreement.
- No registration, reservation, or acquisition of domains, app titles, social handles, or similar identifiers containing the City Marks without prior written approval. All such assets must be owned by the City.

3) Primary Mark & Assets

- Primary Mark: THE WAVE (word) and THE WAVE logo (stylized) — artwork files provided by the City.
- Asset Package: High-resolution vector (AI/SVG), raster (PNG/JPG), and usage templates will be supplied by the City. Do not recreate the logo. Use only approved files.

4) Clear Space & Minimum Size

- Clear Space: Maintain free space on all sides equal to the height of the letter “W” in THE WAVE wordmark.
- Minimum Size (Print): Wordmark not smaller than 0.9" wide. Minimum height for logo bug 0.4".
- Minimum Size (Digital): Wordmark not smaller than 180 px wide. Favicon/bug minimum 32 px.

5) Color Usage

- Use only official brand colors provided in the asset package as provided by City. If unavailable, use black or white versions as appropriate for contrast.
- Do not apply unapproved gradients, shadows, or effects.

6) Typography (Operational Default)

- Default typefaces for routine rider materials and signage: Arial/Helvetica or Calibri (system fonts) where the official brand font is not specified.
- The City may provide an official brand typeface; if provided, use only per license and with City approval.

7) Incorrect Usage (Examples)

- Do not alter proportions, rotate, skew, or stretch the logo.
- Do not change colors outside the approved palette.
- Do not add outlines, drop shadows, or overlays without approval.
- Do not place on low-contrast or busy backgrounds that impair legibility.
- Do not pair with unapproved taglines or create new lockups.

8) Co-Branding with Service Provider

- The City Marks are primary on all rider-facing materials. The Service Provider's mark may appear as secondary and smaller ($\leq 50\%$ of the width of THE WAVE wordmark) and must not dominate.
- Approved mockups (if any) will be provided by the City. No new mockups without approval.

9) Vehicles, Facilities, and Field Items

- Buses/Paratransit: City-approved livery templates; logo placement on sides and rear; fleet numbers clear of the City Marks.
- Stops/Shelters: Consistent header band and route identification; ADA signage and tactile elements as applicable.
- Uniforms/Badges: City-approved embroidery/patch; no unapproved colorways.
- Printed Materials: Use approved templates for schedules, rider alerts, and maps.

10) Digital, Domains, and Social

- Websites/Apps: Titles and store listings must identify THE WAVE as a service of the City of Mobile.
- Accounts: All domains, social handles, and app store accounts including the City Marks must be registered to and owned by the City. Access may be delegated to the Service Provider.
- Email/SMS Templates: Use approved signatures and headers. Follow opt-out and record-retention rules.

11) Accessibility & Legibility

- Meet or exceed WCAG 2.1 AA contrast ratios for text and essential graphics on digital and printed rider-facing materials.
- Ensure large-format signage can be read at typical approach distances (e.g., 1 inch of letter height per 25 feet).

12) Trademark Notices & Attribution

- Use TM/[®] as directed by the City (registration status may vary).
- Include ownership notice where practical: "THE WAVE is a service of the City of Mobile."

13) Approvals & Quality Control

- Pre-approval required for: vehicle livery, facility signage, uniforms, website/app branding, press releases, and new domains/handles.
- Routine rider notices consistent with approved templates are deemed approved.
- The City may require correction of non-conforming uses within 5 business days or immediate takedown for safety/reputation concerns.

14) Asset Requests & Version Control

- Asset requests and approvals sent to: [brand@cityofmobile.org] (or designee).
- Maintain a single source of truth for artwork in a City-owned repository. Use only current "Approved" files.

15) Transition & Wind-Down

- On expiration/termination: cease new use; remove/de-identify Marks within 30 days; return native design files; transfer credentials and control of all City-branded accounts; withdraw any DBA filings using THE WAVE; and follow rider-notification instructions provided by the City.

16) Legal Cross-Reference

These Guidelines supplement and are governed by the Agreement's trademark license (Marks clause) and IP provisions. In case of conflict, the Agreement controls.

EXHIBIT E



Via Transit (USA) LLC
(a wholly owned subsidiary of Via Transportation, Inc.)
114 5th Avenue, 17th Floor
New York, NY 10011

Subject: RFP #5963 Transit Service Provider - Letter of Good Faith Efforts
To: City of Mobile – Chief Procurement Officer
Attn: Jacob Laurence

Dear Mr. Laurence,

Via is committed to achieving the City of Mobile, AL's diversity goals as outlined in their RFP. We understand and agree with the importance of creating opportunities for economic growth for disadvantaged business communities.

Via specializes in providing full-service transit solutions for our partners, and our offering includes the entirety of the City's stated scope of work. Because of this, we are very intentional when choosing to partner with third parties, as subcontracting services that we would normally handle in-house can significantly increase costs for our partners. Additionally, whenever possible, our preference is to work with local subcontractors, as it allows us to learn from their local expertise, and to provide business opportunities in the communities that we are serving. The fact that there were very few DBEs in the mobile area that performed services that we would typically consider subcontracting presented an additional challenge.

However, we recognize the importance of ensuring opportunity for historically disadvantaged businesses, and understand that DBE participation in this project is a priority for the City. At the time of submission, we are able to meet 1.19% of the City's 3.6% DBE goal. In order to facilitate DBE participation in this project, we conducted a significant identification, outreach, and mutual planning effort to enlist DBEs for this project. A summary of these efforts can be found below:

Select Portions of Scope of Work to be Subcontracted

Upon receiving this solicitation, we performed a comprehensive review of the scope of work as outlined in the RFP to identify portions of the work that could be effectively subcontracted. Through this review, we identified cleaning of service vehicles and facilities, tire provision, community engagement, vehicle wrapping, uniform provision, and printing as scopes of work where DBE participation would be both cost effective and add meaningful value to our delivery of the service.

We also sought to separate scopes into smaller units to facilitate DBE participation - we'd typically perform vehicle and facilities cleaning in-house with utilities staff, but separated these scopes to create an opportunity for DBE janitorial firms to provide cleaning services for the service facilities.

Attendance at Prebid Meeting

As there was no prebid meeting for this procurement, Via did not send anyone to attend.

Use of Community Resources/DBE assistance offices

We submitted a question as part of this procurement to better understand the DBEs currently contracted such as to avoid displacing them as part of this procurement. The answer we

received to this question (Addendum Number 2 Question #5) directed us to the ALDOT and ADECA DBE registries, which we then leveraged for our search.

We also reached out to the Mobile office of supplier diversity on July 7 to ask for assistance identifying a list of eligible DBEs. We did not receive a response, but we were able to find this information on our own.

Advertisement of Opportunities

Via posted advertisements for the subcontracting opportunities available for this project in the following DBE-focused trade journals:

- Compliance News Trade Journal
- Compliance News Focus Journal
- DBE Goodfaith Focus Journal
- DBE Journal

Advertisements were posted on July 10th, and were left up until the RFP due date. Copies of these advertisements are attached as **Exhibit 1**.

Internet Advertising of Opportunities

Both Compliance News and DBE Good Faith are online publications, and maintain websites where advertisements are posted. Additionally both publications post all advertisements on LinkedIn, and Compliance News also posts all advertisements on X. Copies of LinkedIn and X advertisements can be found in **Exhibit 2**.

Utilization of the DBE/ALDOT DBE List(s)

Via utilized the list of DBEs certified through the Alabama Department of Transportation (ALDOT) UCP DBE certification program provided on the ALDOT's website to identify potential DBE partners for this project. We used the following NAICS codes to search for DBES that provided the services we were interested in subcontracting:

Printing	Tire Provision	Community Engagement	Vehicle wrapping	Uniforms	Janitorial Services
323110	326211	541613	541850	315210	561720
323111	326212	541820	339950	315250	
323112	423130	541910	323111	315280	
323113	441320		323113	315990	
323114	441340			323113	
323115				448190	
323116				323113	
323117					
323119					
323120					

Written Notices to DBEs

After identifying a list of potential partners in the ALDOT UCP DBE database, Via sent out solicitations to all firms via email. These notices included a description of the RFP, the services we were interested in subcontracting, and a request that interested firms contact us to schedule a conversation about the opportunity. An example of the initial solicitation email that was sent for each scope is attached in **Exhibit 3**.

We initially limited our outreach to firms physically located in the Mobile area; if no Mobile-based firms existed for a particular scope of work, we widened our search radius to include the whole state of Alabama. We began sending these solicitation emails on July 9. We sent follow up emails to all firms that did not respond to our initial solicitation within 2 days. After 4 days, if we did not receive responses, we expanded our search to include firms based in other states. A list of firms that we contacted about these opportunities can be found in **Exhibit 4**.

Follow up With Interested Firms

Of the 28 firms contacted about this procurement, we received responses from 9 interested firms. We responded to all firms that indicated interest in the project via email. We sent over scopes of work to firms that we had pre-existing relationships with, and scheduled introductory conversations with firms that were new to us. Following these conversations, firms that were still interested in the project were sent scopes of work, and asked to provide price estimates.

Provision of Adequate Information

Interested firms were sent the scopes of work attached in **Exhibit 5**. Firms that requested it were also sent copies of the RFP and addenda. Any questions the firms had about these documents were answered promptly over email.

Good Faith Effort Negotiation

We asked all interested firms to provide information on their pricing, as well as some background materials on their firm. We received these materials from 6 firms - 3 for community engagement, 1 for uniform provision, 1 for janitorial services, and 1 for printing. Through evaluation of these materials, and through subsequent negotiations with interested firms, we were able to secure partnerships with 4 highly qualified firms that we believe are exceptionally well-suited to carrying out these scopes of work effectively.

1. JCM & Associates - Uniform Provision

Blue Goose Uniforms is an AL UCP-certified DBE firm that specializes in providing uniforms and promotional products for a range of industries. Blue Goose has more than 30 years of experience helping partners enhance their brand identity and company culture by providing high-quality branded uniform apparel, backed by an unmatched commitment to service and personal care.

2. C.E.R.M. - Community Engagement

C.E.R.M. is one of the largest minority-owned, professionally licensed, environmental, engineering, and program management firms in the Southeastern United States. Carla Davis, the project lead, has many years of experience in providing community engagement services in the Mobile area, and excels in building strong community relationships, translating technical information into accessible materials, and supporting clients with detail-oriented, solutions-driven work.

3. Fine Printing - Printing Services

Fine Printing is a woman-owned AL DOT certified DBE that has been delivering quality products to satisfied customers for over 25 years. They specialize in providing full color printing as well as graphic art and design services.

4. H&S Commercial & Industrial Supplies & Svcs - Janitorial Services

H&S commercial is a janitorial services firm with over 25 years of experience in the industry. Specializing in providing commercial and industrial services to customers

nationwide, H&S's focus on safety, reliability, and integrity has allowed them to complete hundreds of projects and receive numerous awards for excellent service.

Although we were not able to identify DBE partners to provide vehicle wrapping and tire provision services during our initial search, we would be happy to continue searching for a DBE for these scopes of work after contract award. We would do this by monitoring the state's DBE databases and conducting outreach to newly-registered or pending entities who could provide these services. We also look forward to continuing to work with the City to identify new opportunities for small and minority businesses participation on this and any future projects.

We are grateful for the opportunity to partner with the City and would be happy to discuss different approaches to supporting the City's overall DBE goals. In the pages that follow, we have documented our significant outreach and engagement efforts to date. If we can provide any additional information regarding the contents of this submission, please do not hesitate to contact us.



Authorized Signatory:

Dan Berkovits
Senior VP of Strategy
Via Transportation, Inc
Manager
Via Transit (USA) LLC
114 5th Avenue, 17th Floor
New York, NY 10011

Authorized Contacts:

Jack Klempay
Strategy Associate Principal
Via Transportation, Inc.
(888) 501-7511, ext. 4
114 5th Avenue, 17th Floor
New York, NY 10011
jack.klempay@ridewithvia.com

Juliana Diquez
Partnerships Lead
Via Transportation, Inc.
(888) 501-7511, ext. 4
114 5th Avenue, 17th Floor
New York, NY 10011
juliana.diquez@ridewithvia.com



OFFICE OF SMALL BUSINESS DEVELOPMENT
CITY OF MOBILE
 Subcontracting and Major Supplier Plan

Contact Office of Small Business
 Development for questions on
 completing this form.
 Via email: Archnique.kidd@cityofmobile.org
 251.208.7967

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 SBE 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 SBEs certified through the Alabama Unified Certification Program.

If SBE 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 Small Business Development Manager when preparing this form. Please consult with the City Small Business Development Manager for a list of eligible SBEs. 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 mean 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 SMALL BUSINESS DEVELOPMENT
CITY OF MOBILE
 Subcontracting and Major Supplier Plan

Contact Office of Small Business
 Development for questions on
 completing this form.
 Via email: Archinque.kidd@cityofmobile.org
 251.208.7967

FORM 1: Background and Plan

Section I. Information about your company

Company	Via Transit (USA) LLC
Address	114 5th Avenue, FL 17, New York, NY 10011
Telephone	(888) 501-7511 Ext. 4
E-Mail	procurement@ridewithvia.com

RFP/RFQ Solicitation Number	5963
Project Description	Provision of Transit Management Services for Mobile AL
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics*	Male 427 Female 315 Minority 261 Non-minority 240 SDVO -
Total number of Employees	742

Subcontractor/Major Supplier Plan submitted by:

*Workforce demographic information is reported for US employees of Via Transit (USA) and its affiliates, and excludes employees who chose not to report. Via does not collect data on its employees SDVO status.

Printed Name: Daniel Berkovits

Signature:

Date: 7/23/2025

Title: Manager

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

Name: Sonja Welch Title: Strategy Associate Principle

Email: sonja.welch@ridewithvia.com Phone: (888) 501-7511 Ext. 4

Page 2 of 5
 Subcontractor/Supplier Plan

Updated 7.2025

**Contact Office of Small Business
Development for questions on
completing this form.**
Via email: Archnique.kidd@cityofmobile.org
251.208.7967

Please Print Company Via Transit (USA) LLC Your Bid/Proposal Amount \$ 59,608,891 Date: 7/23/2025

Description Transit Service Provider Name of Bidder/Proposer: Via Transit (USA) LLC

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

[illegible]

*Final contract values depend on the final launch plan and service design



OFFICE OF SMALL BUSINESS DEVELOPMENT
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Via Transit (USA) LLC

Contact Person: Juliana Diquez Phone: (888) 501-7511 Ext. 4 Email: procurement@ridewithvia.com

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

YES ☐	NO ☐	Did you do these suggested areas for DBE recruitment and engagement
☒		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
☒		DBE/ALDOT DBE LIST(S): The bidder utilized the Office of Small Business Development list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
☒		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
☒		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
☒		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
☒		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
☒		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

*No pre-bid meeting was held



OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

CONTRACT RECORDS:

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

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

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further details as to why and attach the document to this form if there is an 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. _____

Please see attached letter of good faith efforts _____

EXHIBIT

COI- ACCORD FORM

ACTUAL TO BE ATTACHED TO FINAL SUBMITTED CONTRACT



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 9, 2025

Submitted by:

Jason Smith, Director

Sponsored by:

Robert Lasky, Executive Director of Public Safety

Purpose and Scope of Project:

1723-Authorize agreement with Protec video (Vendor ID 294102) for Gulf Coast Technology Center: \$695,000.00 (10041502/42200) (Sponsored by Robert F. Lasky and Mayor Stimpson) (Submitted by Jason S Smith_Gulf Coast Technology Center)

Amount of Contract:

\$695,000.00

Funding Source

10041502/42200

ATTACHMENTS:

1. Protec Video Annual Service Contract and Supporting Documents

REVIEWERS:

Lana Gauthier

Lana Gauthier



ANNUAL SERVICE CONTRACT

THIS AGREEMENT made and entered into by and between PROTECVideos, LLC (hereinafter "SERVICE PROVIDER"), and CITY OF MOBILE (hereinafter "CUSTOMER");

WITNESSETH:

WHEREAS the CUSTOMER is authorized and empowered to contract with the SERVICE PROVIDER for the engagement of the following services, some defined at a specific billable rate, per person, per hour:

- (a) **Technical Consulting and Subject Matter Expert Services (\$250/Hour);**
- (b) **Video and Network Design Services (\$300/Hour);**
- (c) **Maintenance and Repair (excluding hardware and licenses) For Video Sites and Other Locations**
General Services Per Service Technician (\$95/Hour)
Network Related Services Per Network Technician (\$125/Hour)
Electrical Services Per Electrician or Electrical Technician (\$125/Hour)
Safety Officer Services Per Safety Officer Assigned (\$125/Hour)
***Overtime and Holiday Pay Billed at 2X Standard Rate)**
- (d) **Internet Connectivity Services for Sites;**
- (e) **Storage, Transmission, and Housing of Imagery;**
- (f) **Covert Implementation and Installation Services;**
- (g) **Remote System Monitoring Services (\$125/Hour);**
- (h) **Subscription Service Fees (Annual / New Sites) (\$3,400.00/Camera)**
- (i) **Subscription Service Fees (Annual / Existing Sites) (\$1,200/Camera)**
- (j) **Archival Services for Evidentiary or Recording Purposes (\$125/Technician Hour)**
- (k) **Specialized Vehicle Fees (\$550/Day/Vehicle), As Needed;**
- (l) **Mobilization Fees;**
- (m) **Supplemental Power Supply Services (\$2,600/Request)**
- (n) **Problem Solving and Research and Development Services (\$250/Hour)**
- (o) **Site Audits, Surveys, and Inventory of Field Equipment and Connectivity;**

WHEREAS the SERVICE PROVIDER is permitted or otherwise certified and permitted, in accordance with established laws, policies, standards, or commonly accepted practices to perform the Professional Services (as a SERVICE PROVIDER) which are requested and desired by the CUSTOMER, now therefore:

IT IS AGREED by and between the two parties as follows:

SECTION 1 – RESPONSIBILITIES OF SERVICE PROVIDER

- 1.1 **SCOPE OF SERVICES:** The SERVICE PROVIDER shall furnish and perform the various Professional Services of this Agreement, to the extent which this Agreement applies, and as specifically provided above, for the duration and until completion of the Period or Term of this Agreement, outlined above. All services rendered under this contract will service The City of Mobile, and no other entities, unless otherwise and explicitly requested by the CUSTOMER. At the time of the signing of this agreement, The Customer and other agencies share mutual access to those systems providing similar services across multiple jurisdictions. The CUSTOMER may continue to have access and share across this system so long as the participating entities cooperate in the same regard.

1.2 GENERAL DUTIES AND RESPONSIBILITIES

- (a) Personnel: The SERVICE PROVIDER shall assign one or more qualified personnel to perform the Professional Services required for the Agreement. At the time of execution of this Agreement, the parties anticipate that the following individual, listed below, will perform as the "Principal Point of Contact" on this Contract; **even though he or she may employ the services of others from within the SERVICE PROVIDER's Company** to assist or complete services; at his or her discretion.

Name: JOHN D. MURPHY
Address: P.O. BOX 25
STOCKTON, AL 36579.
Title: OWNER

- (b) Standard of Care: In the performance of professional Services, SERVICE PROVIDER will use the level of care and skill ordinarily exercised by reputable members of SERVICE PROVIDER's profession currently practicing in the same professional community, under similar conditions. No other representation, guarantee or warranty, express or implied, is included or intended in this agreement or in any communication (oral or written) report, opinion, document or instrument of service.
- (c) Independent Contractor: The SERVICE PROVIDER is an independent contractor and as such is not an employee of the CUSTOMER.

SECTION 2 – CUSTOMER RESPONSIBILITIES

2.1 GENERAL DUTIES AND RESPONSIBILITIES

- (a) Communication: The CUSTOMER shall provide to the SERVICE PROVIDER information and criteria regarding the CUSTOMER's requirement for the contract and needs of service; examine and respond in a timely manner to the SERVICE PROVIDER's submissions or performance-based results; and give notice to the SERVICE PROVIDER whenever the CUSTOMER observes or otherwise becomes aware of any deficiency in the quality of services rendered or required repairs.
- (b) Access to Customer Space: The CUSTOMER shall allow and give access to space currently held, occupied, or owned, for which operational necessities exist for The SERVICE PROVIDER to provide the contracted services. This includes access to, and permission to use, and CUSTOMER owned facilities or buildings, for the duration of This Agreement.
- (c) Customer Representative: The CUSTOMER will assign the person indicated below to represent the CUSTOMER in coordinating this Agreement with the SERVICE PROVIDER, with authority to transmit instructions and define the specific needs of the CUSTOMER.

Name: _____
Address: _____

Title: _____
Phone: _____

SECTION 3 – TERM, RETAINER, AND COMPENSATION

3.1 TERM

- (a) The TERM for this agreement shall commence on or about **October 1, 2025**, or when all parties have signed, if after that date, and continue for approximately 12-months. Written notice shall be given to the SERVICE PROVIDER, 60 days in advance of any termination of this Agreement. The CUTOMER agrees to pay for all incurred fees due, during the 60-day notice period. The CUSTOMER shall only be responsible for payment of fees which were incurred prior to the notice of termination, and during the 60-day notice period.

3.2 ADVANCE FEE / PRE-PAYMENT

- (a) The CUSTOMER shall pay SERVICE PROVIDER upfront for initial mobilization service fees, in the amount of \$ **15,500.00** at the time of signing this agreement; The amount of the pre-paid fees represents an amount equal to the billable fees for any services which may have been or will be provided, rendered, or incurred, during “gap” periods of contracting.

3.3 COMPENSATION

- (a) In consideration of the services provided, the SERVICE PROVIDER is to be paid by the CUSTOMER pursuant to the attached hourly and standard rate fee schedule, an amount NOT TO EXCEED **\$695,000.00.**
- (b) Failure of the CUSTOMER to approve items necessary for the SERVICE PROVIDER to perform under the terms of this agreement, shall not obligate the SERVICE PROVIDER to perform those tasks for which the services or payments, if “necessary” or “required”, shall have been provided but were not.
- (c) **All invoices shall be paid within fifteen (15) days of submission.** A grace period of an additional fifteen (15) days shall accrue for unpaid invoices during the initial submission period. After the initial period, plus grace period (30-days total), a **LATE FEE** shall be applied equal to **4.5%** of the total invoice amount per month, until such invoice is paid in full, plus the late fee(s). Failure to pay the entire invoice amount at any time, or failure to pay in a recurring timely manner shall be reason for SERVICE PROVIDER to discontinue services and access to same, until such time as payment is received in full, or the period of performance under this contract expires.
- (d) There are many functions within the technology service industry which cannot be itemized, to include the rendering of emails, correspondences, minor repairs, scheduling, etc. These services are considered part of GENERAL and ADMINISTRATIVE COSTS for the period of this Agreement. All invoices submitted for payment will include a standard **G&A Service Fee of 3.5%.** Itemizing this fee separately allows The SERVICE PROVIDER to reduce significant price increase built into other service areas of the contract.

SECTION 4 – MUTUAL PROVISIONS

4.1 DISPUTE RESOLUTION

- (a) If a claim, dispute or controversy arises out of or relates to the interpretation, application, enforcement or performance of Services under this Agreement, SERVICE PROVIDER and CUSTOMER agree first to try in good faith to settle the dispute by negotiations between senior management of SERVICE PROVIDER and Senior management of CUSTOMER. If such negotiations are unsuccessful, SERVICE PROVIDER and CUSTOMER agree to attempt to settle the dispute by good faith mediation, as described herein where disputes shall be subject to independent mediation with both sides entering into mediation with a genuine intent to resolve the matter. The mediator shall be selected by The CUSTOMER with equal split of costs between the parties. If this matter does not settle in Mediation, a special judge may be selected by Protecvideo, LLC to hear all remaining issues not resolved by the mediator. A Mediator shall be identified on the Alabama Dispute Resolution Registry; and a special judge may be selected from any retired judge and/or any judge identified on the Alabama Dispute

Resolution Registry. If the dispute cannot be settled through mediation, and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in Mobile County, Alabama. CUSTOMER and SERVICE PROVIDER hereby waive the right to trial by jury for any disputes arising out of this Agreement. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

4.2 OWNERSHIP OF INSTRUMENTS OF SERVICE

- (a) Reports, drawings, plans training materials, or other documents (or copies) furnished to SERVICE PROVIDER by the CUSTOMER shall, at CUSTOMER's written request, be returned upon completion of the Services hereunder; provided, however that SERVICE PROVIDER may retain one (1) copy of all such

4.3 INDEMNIFY AND HOLD HARMLESS

- (a) SERVICE PROVIDER shall indemnify and save CUSTOMER and its employees and officials from loss to the extent caused or incurred as a result of the negligence, errors or omissions of the SERVICE PROVIDER, its offices or employees in performance of Services pursuant to this Agreement.
- (b) SERVICE PROVIDER understands and agrees that much of the material and conversations discussed by and between the CUSTOMER, its CUSTOMER's, staff, or other representatives, as well as with the SERVICE PROVIDER may be confidential and covered legally under privilege or other categorization as sensitive.

SECTION 5 – COMPLIANCE

- (a) 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. If Contractor employs one or more employees within the State of Alabama, Contractor shall provide documentation establishing that Contractor is enrolled in the E-Verify program.
- (b) OPEN TRADE PROVISION. In compliance with Alabama Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.
- (c) INSURANCE. For the term of this Agreement, the Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall name the City of Mobile as an additional insured, and shall attach to this contract, as proof thereof, a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:
 - (i.) General Liability Insurance - public liability including premises, products and complete operations.
 - (1) Bodily injury liability:
\$250,000 each person
\$500,000 each occurrence
 - (2) Property damage liability - \$100,000 each occurrence

- Or, (in lieu of (1) and (2) above)
 - (3) Bodily injury and property damage combined - \$500,000 per occurrence
 - (ii.) Comprehensive - Automobile Liability Insurance including owned, non owned, and hired vehicles.
 - (1) Bodily injury liability: \$250,000 each person \$500,000 each occurrence
 - (2) Property damage liability \$100,000 each occurrence
 - Or, (in lieu of (1) and (2) above)
 - (3) Bodily injury and property damage combined - \$500,000 per occurrence
- (d) WORKERS' COMPENSATION/EMPLOYER'S LIABILITY. (when required by statute)
 - (1) Workers' Compensation insurance in the amounts required by all applicable laws, rules, or regulations of the state of Alabama.
- (e) Said insurance coverage shall be Primary and Non-contributory; waiver of subrogation shall apply in favor of City with respect to all policies and no policy will be altered or terminated unless City shall be given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.
- (f) If the certificate of insurance referenced in this agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it will not purchase or obtain any vehicles during the term of this Agreement.**

SECTION 6- ENTIRE AGREEMENT

- (a) This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement.

SECTION 7 – APPLICABLE LAW

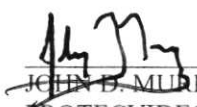
- (a) This Agreement is entered into under and pursuant to the laws of the State of Alabama.

SECTION 8 – ASSIGNMENT OF AGREEMENT

- (b) This Agreement shall not be assigned or transferred by either the SERVICE PROVIDER or the CUSTOMER without the written consent of the other.
- (c) If any portion of this agreement shall be deemed unlawful or in conflict; the remaining sections of the agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on this _____ day of _____, 2025.

FOR THE SERVICE PROVIDER:

By:  _____
JOHN D. MURPHY
PROTECVIDEO, LLC

Title: OWNER

FOR THE CUSTOMER:

By: _____
Name: _____

Title: _____

CITY OF MOBILE BUSINESS LICENSE

Mobile, Alabama

POST IN A CONSPICUOUS PLACE - LICENSE IS NOT TRANSFERABLE

Issued to:

PROTECVideos LLC T02
12451 CR-64
LOXLEY AL 36551

YEAR	LICENSE NO.
2025	103529
ISSUED	EXPIRES
6/3/2025	12/31/2025

561620 SECURITY SYSTEMS - SALE-INSTAL -STATE LIC REQ



Mauria P. King, Revenue Director
City of Mobile Revenue Department

www.cityofmobile.org/revenue



PROTECVideos LLC
PO BOX 25
STOCKTON, AL 36579-0025

1T1 P/4 155505

STATE OF ALABAMA

BALDWIN COUNTY

CONTROL NO.
3603504

LICENSE NO.
2511532

ACCOUNT NO.
60885

PROTECVideos LLC
MURPHY, JOHN
PO BOX 25
STOCKTON, AL 36579

ISSUED TO:

LICENSE YEAR

2025

DATE ISSUED

04 07 2025

MO. DAY YR.

LICENSE TYPE

STORE LICENSE

CHAIN STORE LICENSE

OCCUPATIONAL LICENSE

X

BUSINESS LOCATION:

52692 ST HWY 225
STOCKTON, AL 36579

RL:

U74 - #3603504 - T2 - P1670853 - M1

EXPIRES

9/30/2025

RENEW IN OCTOBER

SECTION	BUSINESS TYPE	License Amount	FEE	PENALTY	CITATION	INTEREST	TOTAL
0084	CONSTRUCTION COMPANIES OR CONTRACTORS (\$200k+)	375.00	1.00	56.25	0.00	13.65	445.90

TRANSFER OF LICENSE

Evidence having been adduced before me that a bona fide sale of the business licensed by this certificate has been made by licensee, this license is transferred to said purchaser.

Kathleen D. Baxter

State Comptroller

Vernon Barnett

Commissioner of Revenue

Name of Purchaser

Issuing Authority

HARRY D'OLIVE JR

Issuing Authority

TOTAL 445.90

MAIL FEE 0.00

TOTAL WITH MAIL FEE 445.90

2025 - 2511532
4/7/2025 1:30:42 PM
U74 - #3603504
T2 - P1670853 - M1

PROTECVideos LLC
MURPHY, JOHN
PO BOX 25
STOCKTON, AL 36579

ProTec Video, LLC

LICENSED FOR CCTV WORK



2024/2025-001689

Permit #

Given this day by the
Alabama Electronic Security
Board of Licensure.

01/01/24

Date

12/31/25

Expires

Executive Director



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/16/2025

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	CONTACT NAME:	Crystal Jacobs
Balance Partners, LLC	PHONE (A/C, No. Ext):	866-315-3838
PO Box 2550	FAX (A/C, No. Ext):	
Huntington, NY 11743	E-MAIL ADDRESS:	info@securityamericans.com
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A:	Certain Underwriters at Lloyd's of London
	INSURER B:	AA-1126435
	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 WSD	SUBR WSD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY			SARPG-000955-00	12/19/2024	12/19/2025	EACH OCCURRENCE	\$1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	\$2,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
	OTHER						PROFESSIONAL LIABILITY	\$1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	☐ ANY AUTO						BODILY INJURY (Per person)	
	☐ OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident)	
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	
	☐ ONLY							
	UMBRELLA LIAB	☐ OCCUR					EACH OCCURRENCE	
	EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE	
	DED	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A				E.L. EACH ACCIDENT	
	If yes, describe under						E.L. DISEASE - EA EMPLOYEE	
	DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	

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

CLK Multifamily Management Llc, CLK Management Corp, CLK Longview Management Llc, And All Their Affiliated, Owned, Managed, And Related Entities are additional insureds with respect to the general liability policy

CERTIFICATE HOLDER**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

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

John Murphy

2 Business name/disregarded entity name, if different from above

ProTecVideo LLC

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☒ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) N/A

Exemption from FATCA reporting code (if any) N/A

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

52692 State Hwy 225 (P.O. Box 25)

6 City, state, and ZIP code

Stockton, ALabama 36579

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

4 7 - 3 3 4 0 3 0 5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

4 Aug 25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

My Company Account

My Company Profile

Company Information

Company Name

Protecvideo LLC

Company ID

1332280

Employer Identification Number (EIN)

473340305

DUNS Number

NAICS Code

813

Subsector

Religious, Grantmaking, Civic, Professional, and Similar Organizations

Doing Business As (DBA) Name

Protecvideo LLC

Enrollment Date

Aug 13, 2018

Unique Entity Identifier (UEI)

Total Number of Employees

5 to 9

Sector

Other Services (Except Public Administration)

RESOLUTION

Sponsored by: Mayor Wiliam S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA,

That the mayor and the city clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a one-year contract, by and between the City of Mobile and **PROTECVIDEO, LLC.**, in an amount not to exceed \$695,000.00 for a period ending December 31,2026, to begin upon execution, renewable, for the provision of professional services in the deployment and management of technology, training, and consulting services. A copy of said contract is on file in the office of the city clerk.

Adopted

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 9, 2025

Submitted by:

Jennifer Greene, Dir of Programs & Project Mgmt

Sponsored by:

Sandy Stimpson, Mayor

Purpose and Scope of Project:

This contract is between SPV Associates Inc, DBA OnIndus and the City of Mobile, enabling OnIndus to perform professional services that assist the City with the execution of requirements for the implementation of the City's project management program, including the project management software Trimble Unity Construct (Formerly eBuilder) for capital improvement programs. OnIndus has been an ongoing support team for the City of Mobile in its implementation of a project management program and has provided this support to multiple municipalities over 35 years of managing and overseeing capital project technology. They have helped the City of Mobile specifically with the implementation of Trimble Unity Construct through process creation, project manager and external vendor system training, and standard operating procedure manual data gathering and design. They will be helping our team with the next stage of implementation, which includes continuing the integration with Munis and training and adoption support for internal teams and external vendors.

Amount of Contract:

\$185,000

Funding Source

2045-42200

ATTACHMENTS:

1. 1 COVER LETTER - OnIndus_Contract_Final 2025.8 1 JG
2. 2 RESOLUTION - OnIndus_Contract_Final 2025.8 2 JG
3. City of Mobile - Signed - Notarized & Updated

REVIEWERS:

Lana Gauthier
Lana Gauthier



August 20, 2025

To Whom It May Concern:

Attached to this memo is a contract between SPV Associates Inc, DBA OnIndus and the City of Mobile, enabling OnIndus to perform professional services that assist the City with the execution of requirements for the implementation of the City's project management program, including the project management software Trimble Unity Construct (Formerly eBuilder) for capital improvement programs.

OnIndus has been an ongoing support team for the City of Mobile in its implementation of a project management program and has provided this support to multiple municipalities over 35 years of managing and overseeing capital project technology. They have helped the City of Mobile specifically with the implementation of Trimble Unity Construct through process creation, project manager and external vendor system training, and standard operating procedure manual data gathering and design. They will be helping our team with the next stage of implementation, which includes continuing the integration with Munis and training and adoption support for internal teams and external vendors.

We look forward to continued communication on this important initiative. Please call me with questions at 251-208-7199 or email me at jennifer.greene@cityofmobile.org.

Respectfully,

A handwritten signature in black ink that reads 'Jennifer Greene' in a cursive script.

Jennifer Greene
Director, Programs and Project Management
Engineering & Infrastructure

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,

that the Mayor and the City Clerk be, and hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, between the City of Mobile and the company listed below, for work as outlined in the contract attached hereto and made part hereof as set forth in full. A copy of said executed agreement will be on file in the office of the City Clerk.

Name of Company: SPV ASSOCIATES INC. (DBA OnIndus)

Project Name: CIP CONSULTANT FOR TRIMBLE UNITY CONSTRUCT

Project Number: 2025-2045-02

Cost: \$185,000.00

Adopted:

City Clerk



**Trimble Unity Construct
Configuration and Integration services**

PROJECT NO. 2025-2045-02

**CONSULTANT:
SPV Associates Inc. DBA OnIndus**



**STATE OF ALABAMA
CITY OF MOBILE**

CONTRACT

This AGREEMENT is made as of the date on which the last party executes this Agreement (the “Effective Date”), by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **SPV Associates Inc. DBA OnIndus** (hereinafter called the “CONSULTANT”).

This Agreement, including its Exhibits, attached hereto, all incorporated herein, represents the entire agreement between Consultant and City with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between the parties in any way relating to the subject matter of this Agreement. Consultant and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

WHEREAS, **SPV Associates Inc. DBA OnIndus** is uniquely qualified in the business of Trimble Unity Construct configuration and integration services.

WHEREAS, the City of Mobile desires to engage **SPV Associates Inc. DBA OnIndus** based upon its professional skill, competence, and personality especially suited to provide said services upon the following terms and conditions;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants, and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

I. DEFINITIONS

The following terms and their definitions shall apply:

CITY - City of Mobile, Alabama

CITY COUNCIL - Mobile City Council, the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

PROJECT MANAGER – a designated representative of the City of Mobile, responsible for overseeing the project.

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this executed document and any and all exhibits and attachments comprising the written agreement between the City of Mobile and the CONSULTANT setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity selected to perform any or all construction services.

CONSULTANT - An individual, corporation, partnership, or other entity selected to perform any or all consultant services for this PROJECT. The consulting company so assigned to this PROJECT is **SPV ASSOCIATES INC. DBA ONINDUS**.

NOTICE TO PROCEED - A written notice to proceed issued by the PROJECT MANAGER for commencement of work.

PROJECT – Trimble Unity Construct configuration and integration services, PROJECT NO. 2025-2045-02. This project is to continue to design, configure, and train the City of Mobile's Capital Project Team.

II. STANDARDS

The CITY hereby retains the CONSULTANT and the CONSULTANT agrees to perform for the CITY the consultant services in connection with the PROJECT. Consultant services shall include all work necessary to the performance in proper sequence of the items of work as hereinafter set forth. The CONSULTANT, in the preparation of items pertaining to this PROJECT, will meet the requirements for conformance with the applicable local ordinances, and will ascertain the practices of the CITY prior to beginning any work on this PROJECT. All work required under this CONTRACT will be performed in accordance with these standards and any special requirements hereinafter set forth. All work performed by the CONSULTANT under this CONTRACT will be submitted to the CITY for review and approval.

III. SCOPE OF WORK

The CONSULTANT'S Scope of Work is outlined in Exhibit A incorporated herein. The CONSULTANT shall ensure that all technical staff, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the CONSULTANT. The parties agree that throughout the life of the contract that the CONSULTANT shall submit in writing to the PROJECT MANAGER, all qualifications of all technical staff, observers, agents and any substitutions, replacements or additions prior to appointment or use by the CONSULTANT. Although the PROJECT MANAGER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the PROJECT MANAGER, of any of CONSULTANT'S technical staff, observers or agents, all acts by the CONSULTANT, or CONSULTANT'S technical staff, observers or agents are the sole responsibility and liability of the CONSULTANT.

- A. The completion of this scope will increase the operational effectiveness of the City of Mobile's capital program. The result will be digitized processes and a more proactive approach to capital project execution. Key positive impact areas include:

- Design, development, and deployment of additional processes
- Integration Services
- Ongoing system support

Specifically

- A. Integration Oversight for Commitments, and Commitment Changes
- B. Document Integration from e-Builder to Munis for Invoices, Commitments, and Commitment Changes (hours to be determined)
- C. Pay Application Process
- D. Project Closeout Process
- E. Bi-Weekly Training Sessions for eB Admins (through December 2025)
- F. Continued Process Updates
- G. User Management Process
- H. Provide ongoing system support (3 hours per week), Training as needed, and daily office hours (5 hours per week through Dec 2025)
- I. Contingency (10%)
- J. Project/Program Management (15%)

- B. The contract term shall extend from the date of complete execution until August 1, 2026

1. General

- a. Should the PROJECT MANAGER request, the CONSULTANT shall schedule and conduct weekly meetings with the PROJECT MANAGER to provide a status report of progress at each meeting. These meetings shall continue until the project end date.
- b. Requirements under this task shall include all work necessary to provide all steps needed to complete process creation final PROJECT.

2. Progress Review

- a. The CONSULTANT will be required to maintain strict review of progress of the PROJECT's progress. A monthly report shall be submitted to the PROJECT MANAGER. The monthly report will be dated the Monday following the reported period, delivered via fax, email, or regular mail.

TERM.

This Contract shall extend from the date of complete execution until August 1, 2026.

IV. TERMINATION

a. The City shall have the right at any time upon thirty (30) calendar day's written notice to the CONSULTANT to terminate the services of the CONSULTANT. The City shall pay to the CONSULTANT and the CONSULTANT shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

b. Any failure of the CONSULTANT to satisfy the requirements of this Contract, as documented by the Department Head, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the CONSULTANT shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.

c. In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience pursuant to Section IV.a. above.

d. The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the CONSULTANT and the CONSULTANT shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

e. In the event that the CONSULTANT has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the CONSULTANT indicating its intention to do so. Payment for work performed prior to the CONSULTANT'S abandonment shall be as stated above. CONSULTANT shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.

f. The CONSULTANT shall have the right to terminate services only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Department Head, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.

g. After consultation with and written Notice to the CONSULTANT providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to: 1. The quality of a portion, or all, of the CONSULTANT'S work not performed in accordance with the requirements of this Contract; 2. The quantity of the CONSULTANT'S work not delivered or performed as represented in the CONSULTANT'S Payment Request, or otherwise; 3. Claims made, or likely to be made, against the City, or its property; 4. Damages to the City or a third party caused by CONSULTANT; 5. The CONSULTANT'S failure or refusal to perform any other obligation under this Contract.

h. In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the CONSULTANT shall become the property of the CITY.

V. MUTUAL AGREEMENT

It is mutually agreed by the parties hereto as follows:

- A. The CONSULTANT agrees to start work on the professional services outlined herein within ten (10) days after issuance of and in accordance with a NOTICE TO PROCEED. The CITY and the CONSULTANT shall mutually agree upon the schedule and completion time for Professional Services under this Agreement.
- B. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force until completion of the PROJECT encompassed herein or for a period of two (2) years from the date of this CONTRACT, whichever occurs first. The CONTRACT time may be extended by mutual agreement between the CITY and the CONSULTANT, provided that nothing contained in this CONTRACT will be deemed to limit or to reduce the CONSULTANT's duties and responsibilities for providing professional Consulting services, nor to limit or reduce CONSULTANT's liability for any breach thereof.

VI. COMPENSATION

Any language to the contrary in this Agreement notwithstanding, all payments to the CONSULTANT for professional services as identified in Section VI shall be made **only** in return for work actually performed in completion of the PROJECT and properly documented to the CITY. All payments to the CONSULTANT for such work performed shall be compensated at the rates stated in the Consultant's Hourly Rates, which is attached hereto and incorporated into this Agreement as Exhibit C Fee Schedule. In all instances where compensation amounts are based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the PROJECT MANAGER.

A. CONTRACTED SERVICES

Subject to the provisions below and upon receipt by CITY of the deliverables listed in Section III, CITY agrees to pay the CONSULTANT, as compensation for such professional Consulting services, as shown in the in Exhibit C Fee Schedule attached hereto and incorporated herein, and as authorized by the CITY as follows:

Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from CONSULTANT's compensation, without limitation or waiver of any other remedy available to City for such failure.

B.

a. LIMITATIONS OF CONSULTANT COMPENSATION

Notwithstanding any other provision of this Agreement or any NOTICE TO PROCEED to the contrary, total and inclusive compensation and fees (including all phases) to be paid the CONSULTANT associated with the above mentioned PROJECT shall not exceed \$185,000.00 (One Hundred and Eighty-Five Thousand Dollars and Zero Cents).

- C. CONSULTANT acknowledges and agrees that no minimum amount of work is guaranteed under this Contract and City may elect to issue no notice to proceed. If a notice is issued, the City reserves the right to amend, reduce or cancel the notice in its sole discretion.

VI. INDEMNITY AND INSURANCE REQUIREMENTS

A. INDEMNIFICATION

The CONSULTANT shall indemnify, defend, and hold harmless the City of Mobile, its elected and appointed officials, officers, agents, representatives, and employees (collectively, the "City Indemnitees") from and against any and all claims, demands, actions, damages, losses, diminution in value, liabilities, costs, and expenses (including reasonable attorney's fees and litigation expenses) to the extent arising out of, relating to, or resulting from:

1. the negligent, reckless, willful, or intentional acts or omissions of CONSULTANT, its employees, agents, subconsultants, or any other entity for which CONSULTANT is legally responsible;
2. any failure by CONSULTANT to pay its subconsultants, suppliers, or vendors;
or
3. any actual or alleged infringement or misappropriation of intellectual property rights arising out of CONSULTANT's services.

The duty to defend is independent of and in addition to the duty to indemnify and shall apply upon the assertion of any claim within the scope of this provision, regardless of ultimate liability.

STANDARD OF PERFORMANCE:

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

B. INSURANCE

CONSULTANT shall procure and maintain insurance as specified in Exhibit F, City of Mobile Insurance Requirements, attached hereto and made a part of this Agreement. For the duration of this Agreement, CONSULTANT shall maintain the following minimum amounts for each Project:

1. Professional Liability Insurance:

Professional Liability Insurance including Technology E&O with the limits not less than \$1,000,000 per claim.

2. Workers' Compensation/Employer's Liability:

- a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.
- b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee

- c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

3. Comprehensive General Liability Insurance:

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

4. Automobile Liability Insurance:

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

5. Excess/Umbrella Liability Insurance

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

C. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

- 1. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.
- 2. Additional Insured - All policies of insurance, except Workers Compensation and Professional Liability Insurance, shall be endorsed to name City of Mobile as an Additional Insured.
- 3. Primary Insurance - All policies of insurance, except Workers Compensation and Professional Liability Insurance, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

4. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.
5. Certificates of Insurance - General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. The consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile.

VII. COMPLIANCE WITH 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. Pursuant to Alabama Code (1975) Section 31-13-9, if Contractor employs one or more employees within the State of Alabama, Contractor shall provide documentation establishing that Contractor is enrolled in the *E-Verify* program. 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.

VIII. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by CITY under this contract is City Funds. Said funds are on hand at the time of the execution of this CONTRACT.

IX. ANTI-BOYCOTTING

CONSULTANT agrees it is not currently engaged in and will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade within the meaning of Alabama Code 41-16-5.

X. ANTI-DISCRIMINATION CLAUSE

The 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 this CONTRACT be awarded to socially and economically disadvantaged individuals and business entities.

XI. DISPUTE RESOLUTION

A. In the event of a dispute or claim arising out of this CONTRACT, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Mobile City, Alabama, with the parties sharing equally in the cost of such mediation.

B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile City, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

D. CONSULTANT agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement.

E. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.

F. Unless otherwise agreed in writing, the CONSULTANT shall be required to continue its services and all other obligations under this Agreement during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

XII. TRIMBLE UNITY CONSTRUCT

The City utilizes Trimble Unity Construct (TUC), formerly called e-Builder, as its project management system. TUC is a secure data collection site: <https://app.e-builder.net>. CONSULTANT shall use TUC as an essential component to project management with the City of Mobile.

XIII. DEFAULT/ BREACH.

Default. Default, for purposes of this CONTRACT, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to make payments to subcontractors or suppliers, 6) failure to communicate adequately with the City regarding progress or issues, 7) unauthorized assignment or transfer of the contract without prior written consent from the City, 8) failure to correct deficiencies after receiving written notice from the City, 9) misrepresentation or falsification of information provided in contract proposals or during performance, 10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of City property, equipment, or resources, 13) failure to comply with safety standards, resulting in hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements outlined in the contract, 15) breach of warranties related to the quality, fitness, or compliance of goods or services provided, 16) failure to provide required reports, documentation, or certifications within specified timelines, 17) delays caused by inadequate staffing, equipment, or materials, 18) failure to replace defective or non-compliant materials or equipment within a reasonable time-frame, 19) violation of environmental regulations, including improper disposal of hazardous

materials, 20) failure to cooperate with City inspectors, auditors, or other designated officials during site visits or reviews, 21) failing to comply with written directives from the City to correct specific issues or deficiencies, 22) subcontractor abandonment or unauthorized substitution of key personnel, 23) unauthorized cessation of work or delays caused by disputes with subcontractors, 24) breach of intellectual property rights, including unauthorized use of copyrighted or proprietary materials, 25) misuse of funds allocated for specific tasks or deliverables, 26) failure to meet minority, small business, or other subcontracting goals as specified in the contract, 27) failure to maintain adequate security measures for sensitive information or physical assets, 28) failure to address health and safety violations that result in injury or property damage, 29) providing false claims for payments, reimbursements, or change orders, 30) failing to meet requirements for workforce certifications or qualifications outlined in the contract, 31) failure to disclose debarment or loss of required license.

XIV. EFFECT OF DEFAULT

A. Upon the occurrence of default, City shall have rights which include but are not limited to (i) the right to keep this Contract in effect and sue Contractor for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by CONSULTANT and to recover any damages caused thereby; and (iii) the right to terminate this Contract either as to the entire Project or part thereof, in either case by giving CONSULTANT written notice of such termination. In the event of termination of this Agreement by the City because of the CONSULTANT 's default or breach, the City may take possession of all materials, equipment, tools, construction equipment, and machinery thereon owned by the CONSULTANT and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

XV. WITHHOLDING PAYMENT DUE

A. Default by Consultant shall excuse any obligation of City to pay compensation or sums otherwise due Consultant under the agreement. City may withhold any and all sums due if there has been a default or breach by Consultant of any provision of this agreement.

XVI. CURE PLAN

A. If Consultant fails to comply with any material provision of this agreement, the City may issue a written notice requiring Consultant to submit a corrective action plan (CAP) within such time as City directs. If Consultant fails to provide an acceptable CAP or does not cure the breach within the time frame specified, the City may invoke additional sanctions or terminate this Agreement

XVII. XXVII. MISCELLANEOUS

A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

C. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.

D. Time is of the essence with regard to each and every aspect of the Consultant's performance under this Contract.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

F. If the Consultant is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

G. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

L. In the event of conflicts or inconsistencies between the provisions of this agreement and those in any attachment or Exhibit hereto, then the provisions of this agreement will take precedence and be applicable, binding and enforceable.

M. Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Consultant and City. 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.

N. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.

O. Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

P. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

Q. Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

R. Attorney's Fees and Costs. If the City is required to take legal action to enforce this contract, the Consultant agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.

S. Non-Waiver of Rights. Failure by the City to enforce any provision of this contract shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.

T. Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.

U. NON-ASSIGNMENT. The City and Consultant each bind itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this agreement. The contractor shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the City, which such consent shall be granted or denied solely at the City's sole discretion.

V. This Agreement is the final expression of the agreement between the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements. No representations, warranties, or stipulations, either oral or written, are not contained herein.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

SPV ASSOCIATES, INC.

By: [Signature]

Print: SIDHARTH SHAH

Its: PRESIDENT

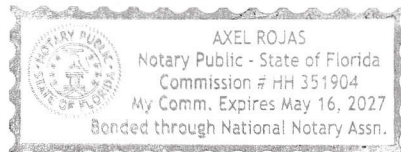
Address: 5800 WIND DRIFT LN
BOCA RATON FL 33433

Telephone: 590 737 8283

STATE OF ~~ALABAMA~~ Florida
CITY OF ~~MOBILE~~ Palm Beach

I, Axel Rojas, a Notary Public in and for said State and County, hereby
certify that Sidharth Shah, whose name as President of
SPV ASSOCIATES, INC. is signed to the foregoing conveyance and who are known
to me acknowledged before me on this day, that, being informed of these contents of
the conveyance, he as such officer and with full authority, executed the same voluntary
on the day the same bears date.

Given under my hand and notarial seal on this the 15th day of August, 2025.



[Signature]
NOTARY PUBLIC

My Commission Expires: May 16, 2027

CITY OF MOBILE, A Municipal Corporation

By: _____
William S. Stimpson
Mayor

ATTEST:

By: _____
Its City Clerk

Print: _____

EXHIBIT A: PROJECT SCOPE (Description of Services)

May 14, 2025

Schedule A (Description of Services)

1. Objective

The objective of this proposal is to continue to design, configure, and train the City of Mobile's Capital Project Team.

2. Summary of Scope of Work

The completion of this scope will increase the operational effectiveness of the City of Mobile's capital program. The result will be digitized processes and a more proactive approach to capital project execution. Key positive impact areas include:

- Design, development, and deployment of additional processes
- Integration Services
- Ongoing system support

Customer Initials:

3. Scope of Work

- A. Integration Oversight for Commitments, and Commitment Changes
- B. Document Integration from e-Builder to Munis for Invoices, Commitments, and Commitment Changes (hours to be determined)
- C. Pay Application Process
- D. Project Closeout Process
- E. Bi-Weekly Training Sessions for eB Admins (through December 2025)
- F. Continued Process Updates
- G. User Management Process
- H. Provide ongoing system support (3 hours per week), Training as needed, and daily office hours (5 hours per week though Dec 2025)
- I. Contingency (10%)
- J. Project/Program Management (15%)

Customer Initials:

4. Investment

OnIndus services provided will be at the following competitive market rates:

STEP	HOURS	BUDGET
Integration Oversight for Commitments, and Commitment Changes	120	
Document Integration from e-Builder to Munis for Invoices, Commitments, and Commitment Changes (hours to be determined)	80	
Pay Application Process	40	
Project Closeout process	100	
Bi-Weekly Training Sessions for eB Admins (through December 2025)	35	
Continued Process Updates	70	
User Management Process	45	
Provide ongoing system support (3 hours per week), Training as needed, and daily office hours (5 hours per week though Dec 2025)	210	
Contingency (10%)	70	
Project/Program Management (15%)	105	
Sub Total	875	\$175,000.00
Estimated Travel		\$10,000.00
Total Budget	875	\$185,000.00

Customer Initials:

Cost

- a. Hours in this Engagement: 875 Hrs
- b. Time frame: 6/1/25-12/31/2025 (approximately)
- c. Total Consulting Budget: \$ 175,000.00
- d. Estimated Travel: \$10,000 NTE
- e. Potential Resources
 - i. Project Manager
 - ii. e-Builder Specialist
 - iii. Business Analyst
 - iv. Power BI Specialist
- f. Most of the work will be delivered remotely.
- g. However, there may be a need to travel to deliver in person training with a budget of \$10,000 NTE. OnIndus will bill travel on actuals with receipts.

Payment Terms

- h. Billed Monthly, at the end of the month, NET30
- i. Hourly Report Provided With Billing, Itemizing Resource Hours, and Task Performed

Customer Initials:

5. Project Timeline

Phase 4

Phase 4 Timeline		Priority	Start	Delivery	June	July	August	September	October	November	December
1	Integration Oversight for Commitments, and Commitment Changes	Highest	6/1/25	9/30/25							
2	NEW - Document Integration from e-Builder to Munis for Invoices, Commitments, and Commitment Changes (COM to determine if necessary)	Medium	6/1/25	9/30/25							
3	Pay Application Process	High	7/1/25	8/31/25							
5	Project Closeout process	High	8/1/25	12/31/25							
6	BI-Weekly Training Sessions for eB Admins (though December 2025)	Medium	6/1/25	12/31/25							
7	Conitnued Process Updates	Medium	6/1/25	12/31/25							
8	User Management Process	Medium	9/1/25	11/30/25							
9	Provide ongoing system support (3 hours per week), Training as needed, and daily office hours (5 hours per week though Dec 2025)	Medium	6/1/25	12/31/25							

Customer Initials:

6. Assumptions

For Successful completion of the projects, we assume the following to be true.

- The City of Mobile team will provide inputs in a timely manner and assist in validating the solution.
- The City of Mobile team will provide access to the e-Builder System to do necessary configuration and training.
- Weekly update meetings will be rescheduled and require the participation of stakeholders from both OnIndus and City of Mobile to confirm the current project status.
- Availability of key stakeholders to support the implementation of the project.
- Unless stated in section 3 of this document, all other items are considered out of scope. Changes to the scope of work will be documented and agreed upon mutually with cost and time impact factors provided in writing.
- OnIndus resources will support the project by being onsite and remote as required.
- All data and information shared is confidential and proprietary and shall not be distributed or shared with other 3rd parties without mutual consent.

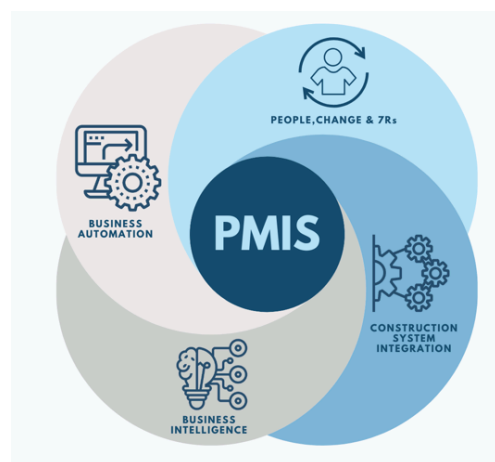
Customer Initials:

7. About OnIndus

Who We Are:

- Experts with more than 70 years of collective Project Control Systems
- Practitioners from different spheres of the Construction Industry
- Agile and Customer Focused
- Successful in Harnessing Power of Technology
- Turning Data into Information and Actionable Insights
- Delivering your Projects Successfully

A Trusted Partner That Understands Your Business



OnIndus is composed of industry experts with over 70 years of managing and overseeing capital project technology imperative to any program's success. With vast exposure to the marketplace, the team has observed, developed, and executed best-in-class business automation processes, system integration, change management, and business intelligence. The entire team delivers on 35 years of Project Controls

Enterprise Systems experience and 80 years of emerging technology experience.

Working across an organization and in multiple industries, OnIndus allows owners to realize the return on investment expected from their PMIS, like eBuilder, faster, and more efficiently than before, avoiding risk and improving performance and on-time delivery.

Customer Initials:

The OnIndus team understands the specific business needs of your organization. We provide end to end support to your organization, including:

- reporting requirements of leadership and key stakeholders,
- coordination of training and daily tasks – day-to-day and admin activities, and
- unique needs of your configuration.

We document the processes internal to your team that interface with e-Builder, integrations with other systems, and any additional systems that your teams may use to deliver your services. We are confident that we can understand the challenges and issues that your teams may be experiencing and work to develop the best solutions.

- Internal Business Process experts (the People and the interactions between Departments
- Change Management execution Focused - We handle the Communication, Training, and ROI.
- Reporting Experts - Use your Data at the highest levels and drive adoption.
- Data integration Experts - Reduce Duplicate entry.
- Experts in PMIS Software - We can configure precisely how you need it.

Customer Initials:

EXHIBIT B: FEE SCHEDULE

CONSULTANT'S SUMMARY OF HOURLY RATES

EXHIBIT B: Fee Schedule

CONSULTANT'S SUMMARY OF HOURLY RATES

Role	Rate
Project Manager	\$225
Business Analyst	\$200
Power BI	\$175
Blended Rate	\$200

Total Project Hours 875

EXHIBIT C: CONSULTANT'S FEE DISBURSEMENT SCHEDULE

Integration Oversight.....	\$24,000
Bid Services and Contract Administration.....	\$16,000
Pay application Process.....	\$ 8,000
Project closeout Process.....	\$ 20,000
Biweekly training for Admins	\$7,000
Continued Process Updates	\$14, 000
User Management Process.....	\$ 9,000
Ongoing System Support.....	\$42,000
Contingency.....	\$ 14,000
Project/Program Management	\$ 21,000

<u>Total Contract Amount including Additional Services</u>	<u>\$185,000.00</u>
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EXHIBIT F: INSURANCE CERTIFICATIONS

Below is an example of a certificate of insurance (COI). Please note the verbiage in the "Description" area. Each COI must have this stated.

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED. EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED. \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ PER STATUTE ☐ OTH-ER ☐
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y ☐ N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Project Name:
Project Number: 20xx-3005-xx

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile P.O. Box 1827 Mobile, Alabama 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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EXHIBIT G: VENDOR AFFIDAVIT,
E-VERIFY AFFIDAVIT,
E-VERIFY REGISTRATION PRINTOUT,
SECRETARY OF STATE REGISTRATION

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared _____ (affiant) who,
being duly sworn says as follows:

President/CEO of _____.

As a condition for the award of a contract by the City of Mobile to a business entity or employer
that employs one or more employees, I hereby attest that in my capacity as
_____ for _____ that said employer shall not knowingly employ, hire for
employment, or continue to employ an unauthorized alien.

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

I further attest that said _____ is enrolled in the E-Verify program. The Company ID
Number in the E-Verify program is as follows: _____.

CEO of _____

Sworn to and subscribed before me this the ____ day of _____, 2025.

I certify that the affiant is known to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared SIDHARTH SHAI (affiant) who, being duly sworn says as follows:

President/CEO of SPV Associates INC dba ONINDUS

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as PRESIDENT for SPV Associates that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

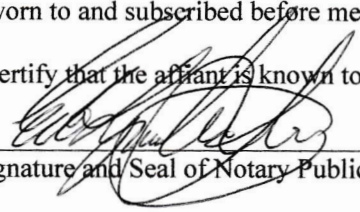
By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to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

I further attest that said SPV Associates is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 1337197.

CEO of SPV Associates INC

Sworn to and subscribed before me this the 15 day of August, 2025.

I certify that the affiant is known to me to be the identical party he or she claims to be.



Signature and Seal of Notary Public



Erika Lynn Mizrahi Sinofsky
Comm.: HH 691921
Expires: Jun. 24, 2029
Notary Public - State of Florida



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 9, 2025

Submitted by:

Donald Rose, Senior Director - Chief Procurement Ofc
Karen Poth

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Contract with Tinker Imagineers B.V. to design, produce, and install Mobile River Delta Mosaic immersive experience exhibit for National Maritime Museum of the Gulf.

Amount of Contract:

NTE \$2,000,000.00

Funding Source

2024 GOMESA

ATTACHMENTS:

1. 2025 Tinker Agenda Package
2. GOMESA Council Approval

REVIEWERS:

Lana Gauthier
Lana Gauthier

AGENDA ITEM SUMMARY SHEET

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

Agenda of: September 2, 2025
Date

Item No. _____

Submitted by: National Maritime Museum of the Gulf
Department

Karen Poth
Department Head

Sponsored by: Mayor Stimpson
Name

Title

Reviewed by: Joseph Snowden
Executive Director

Routing Authorized: _____
Mayor's Office Date

A brief synopsis and explanation of the following:

PROJECT NAME: Contract with Tinker Imagineers B.V.

PURPOSE & SCOPE OF PROJECT:

Contract with Tinker Imagineers B.V. to design, produce, and install immersive Mobile River Delta
Mosaic immersive experience exhibit for National Maritime Museum of the Gulf.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: NTE \$2,000,000.00

FUNDING SOURCE:

Budget Item: _____

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: 2024 GOMESA

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: upon signature

Renewal date of contract (if applicable): _____

If not bid, state reason: Professional & creative services, Impossible to bid - RFP issued

How many bidders received bid packages (if applicable): N/A

How many bidders submitted bids (if applicable): 20

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, an agreement, by and between the City of Mobile and Tinker Imagineers B.V., for professional museum exhibit design, production, and installation services for the National Maritime Museum of the Gulf, in a total amount not to exceed \$2,000,000.00, as appropriated funds are available, as outlined in the agreement attached hereto and made a part hereof as though set forth in full. A copy of said agreement is on file in the Office of the City Clerk.

Adopted:

City Clerk



Professional Services Contract City of Mobile

AGREEMENT

This Professional Services Contract (sometimes hereinafter "Agreement") made and entered into as of the date of execution, by and between THE CITY OF MOBILE, a Municipal Corporation of the State of Alabama (hereinafter referred to as the "City") and TINKER IMAGINEERS B. V., a Foreign Private Limited Liability Company of the Netherlands, having its principle office located at Hamburgerstraat 23, 3512 NP, Utrecht, and registered to business with the State of Alabama (hereinafter "Service Provider"), as follows:

This Agreement, including its Exhibits, attached hereto and incorporated herein, represent the entire agreement between Service Provider and City with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between the parties in any way relating to the subject matter of this Agreement. Service Provider and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

WHEREAS, the City issued Request for Proposals for Exhibit Design and Installation on November 22, 2024; and

WHEREAS, the City evaluated the proposals received and found the Service Provider qualified to perform the necessary services; and

WHEREAS, the Service Provider is uniquely qualified and engaged in the business of museum exhibit design and installation, and

WHEREAS, City desires to engage this Service Provider, due to the Service Provider's high degree of professional skill and personality especially suited to provide said services upon the following terms and conditions.

NOW THEREFORE, City and Service Provider, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, do hereby covenant and agree as follows:

I. PROFESSIONAL SERVICES TO BE PERFORMED

- A. General Scope of Work: The services to be performed by the Service Provider under this Agreement ("Services") for City of Mobile are as generally described in Service Provider's proposal dated 01/17/25, as set out in **Exhibit A** to this agreement. The scope of services are specifically detailed in the design & build process; according to

the following four project documents:

1. The planning (**Exhibit B**), which lists the seven stages of the project as well as the envisaged planning for each phases as follows: (a) concept design, (b) developed design, (c) final design, (d) pre-production (e) media production, (f) exhibit component production, (g) exhibit installation and testing. The planning is and shall at all times be indicative only and will be aligned and adjusted in consultation between the Parties before each stage;
2. The Responsibility Matrix (**Exhibit C**), which outlines seven phases: (a) concept (b) storytelling (c) experience design (d) project management (e) production and delivery (f) building and infrastructure (g) communication, as well as each party's responsibilities, and which will be further aligned and confirmed prior to the developed design-stage within the design-phase;
3. An initial list of deliverables (**Exhibit D**); which will be further developed and drawn up in consultation between the parties and confirmed prior to the delivery phase;
4. Fee and payment schedule (**Exhibit E**).

B. Feedback and Modification Process:

1. The City is entitled to a maximum of two (2) feedback rounds per stage (as listed in **Exhibit B**). After feedback rounds and modifications made by the Service Provider, the stage is considered final. Thereafter, should City require additional modifications, such will be considered additional work unless agreed otherwise in writing. Hours spent on additional work will be deducted from the production budget, which may have an impact on the production quality of the exhibition. By establishing clear agreements on process, the Service Provider aims to minimize the amount of additional work; ensuring production quality of the exhibition.
2. City feedback and/or request for modification is to be provided exclusively by the City's internal team and shared through the City Project Manager. The "City Project Manager" will be the Director, National Maritime Museum of the Gulf of Mexico, or her designated representative. Input from third parties (e.g., advisory board or board of directors) will only be conveyed by way of the City Project Manager during the design and production phases. The Service Provider may at all times rely on the feedback and instructions of the City Project Manager.
3. City feedback and/or request for modification must be clear, directive, and consolidated into a single document or communication by the City Project Manager. Feedback should not be contradictory. If ambiguities arise, the Service Provider may request clarification before proceeding with further work. If the feedback does not meet these conditions, it may cause delays and additional work.

Hours spent on or caused by additional work or delays may be deducted from the production budget, which may have an impact on the production quality of the exhibition.

4. The City Project Manager shall either approve or reject (providing reasons for the rejection) to designs, drawings, and reports within 14 days from receipt thereof. If no approval or motivated rejection is provided within 14 days, this will cause delays to the schedule and may lead to additional cost, which shall be deducted from the production budget.
- C. The Service Provider shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent professional practicing under the same or similar circumstances and as expeditiously as is prudent considering the ordinary professional skill and care of such profession
- D. The Service Provider agrees to diligently provide all materials, services, and labor for the performance of this agreement, in accordance with the scope of services made part of this Contract as **Exhibit A, Exhibit B, Exhibit C, Exhibit D and E**, attached hereto and incorporated herein. All work and labor shall be done in accordance with the plans and specifications on file with the City and are incorporated herein by reference.
- E. Delivery:
1. After production and installation, the exhibition will be tested as provided for in Exhibit B. This may lead to adjustments, which will be made during the testing phase, taking into account the process described in paragraph I.B. The final delivery will take place in accordance with **Exhibit B**. This formally concludes the testing and aftercare phase, and the final invoice will be issued in accordance with **Exhibit E**.
 2. After completion, the Service Provider will advise on setting up an SLA (Service Level Agreement), a service and maintenance contract involving specialized companies. These are the companies that, for example, supply the electronic equipment and the décor. The Service Provider will facilitate the transition to these services but does not offer an SLA itself.

II. TERM OF AGREEMENT

This Contract shall commence immediately upon execution by both the City and the Service Provider and shall continue through the completion of the Project as described in paragraph I.A., in accordance with Project Schedule established in **Exhibit E**, attached hereto and incorporated herein.

III. COMPENSATION

- A. The City shall pay the Service Provider for the services rendered hereunder and

completed in accordance with the terms and conditions of this Contract, performed to the reasonable satisfaction of the Project Manager, in an amount not to exceed Two Million Dollars (\$2,000,000.00) for the entire Project in accordance with **Exhibit E Fee Schedule**. The City will not be responsible for payment of any interest, late fees, collection fees, or attorney fees unless the City fails to adhere to **Exhibit E**, without proper cause.

- B. The Parties acknowledge and agree that the overall budget may be impacted by several factors, amongst which choices made in the design-phases; delays caused by action or inaction of the City; availability and prices of materials that may vary from time to time; import duties and similar taxes or costs. Given the fact that the overall budget shall not exceed Two Million Dollars (\$2,000,000.00) for the entire Project, those (and potentially other) factors will impact the production budget and the adjustment of **Exhibit D's** list of deliverables.
- C. Notwithstanding the preceding, Service Provider shall perform no work under this Agreement until receipt of a notice to proceed. Service Provider acknowledges and agrees that no minimum amount of work is guaranteed under this Contract and City may elect to issue no notice to proceed. If no notice to proceed is issued within 90 calendar days from the signing of this Contract, such shall be considered a suspension of the Project granting the Service Provider a right to terminate the Contract as provided for in section XIII.F. If a notice is issued, the City reserves the right to cancel the notice, which cancellation shall be considered a termination and must be given in accordance with section XIII.A.
- D. Payment of all import duties, fees and taxes and all income, employment and unemployment taxes incurred on labor, materials and equipment in connection with the Work done on- site (e.g. National Maritime Museum of the Gulf of Mexico) or with work performed outside of the United States of America shall be the exclusive responsibility of the Service Contractor.

IV. METHOD OF PAYMENT

- A. The City shall pay the Service Provider through payment issued by City upon receipt of the Service Providers submission of documented invoices reflecting work performed at the appropriate intervals of project completion in accordance with **Exhibit E** and written approval of same by the City's Project Manager indicating that services have been rendered in conformity with this Contract.
- B. The Service Provider shall submit invoices for payment to the City for those specific services provided pursuant to **Exhibit E**, Payment Schedule, attached hereto and incorporated herein.
- C. The Service Provider's invoices shall be in a form satisfactory to the Project Manager who shall initiate disbursements. The Service Provider is responsible for providing all necessary documentation that may be required by the City.

V. ADDITIONAL SERVICES

- A. No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Service Provider and the City.
- B. If the Project Manager requires the Service Provider to perform additional services related to this Contract then the Service Provider shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this Contract is executed by the City and the Service Provider. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Service Provider, the Service Provider shall not be entitled to additional compensation.

VI. RIGHTS IN DATA

All right, title and interest in and to the work products provided by Service Provider to City shall be the property of City ("Work Product"). Methodologies, process know-how and other instruments of service used to prepare the Work Product and arising from the performances of the Services (other than the Work Product itself) shall be and remain the property of Service Provider. Any modification of the Work Product without written verification or adaptation by Service Provider for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Service Provider. The City may use the Work Product for purposes of marketing the project and to produce and sell merchandise relating to the project, to be sold in the Museum's gift shop. Other than as indicated in the previous sentence, reuse or copying of the Work Product, in whole or in part, shall only be permitted with the prior written consent of the Service Provider and after negotiation of appropriate compensation.

VII. LIABILITY OF SERVICE PROVIDER

- A. To the fullest extent permitted by law, Service Provider covenants to release, defend, indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, and representatives, from and against any and all liability, claims (direct and indirect), damages, losses, suits, actions, demands, liens, arbitrations, administrative proceedings, awards, judgments, expenses, costs, and attorneys' fees pertaining to personal injury, bodily injury, death, damage to or destruction of property (including any loss of use), economic loss or damage, labor disputes, safety requirements, performance or non-performance of obligations, certifications, property rights of third parties, sickness or disease, which (1) are caused in whole or in part by the Service Provider (herein defined to include but not be limited to Service Provider's owners, employees, agents, representatives, subcontractors, suppliers, and invitees or other third parties connected

with the Service Provider as well as the agents or employees of any of them), or (2) arise out of or are related to work undertaken or to be performed by the Service Provider, or (3) arise out of or are related to any other act or omission relating to the Service Provider, the Contract, the work under the Contract or otherwise undertaken by the Service Provider as defined in the parenthetical of (1) above. It is the specific and express intent of the parties to the contract for the foregoing covenants and indemnity obligations to apply to the fullest extent permitted by applicable law, regardless of whether the liability is caused in whole or in part by a party indemnified hereunder, and whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party indemnified hereunder. Service Provider agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).

B. Notwithstanding section VII.A, the Service Provider's liability towards the City, its officials, agents, representatives, and employees shall at all times be limited to the amounts covered by and actually paid out under the Service Provider's insurance policies in accordance with the minimum requirements stipulated in this Contract.

C. This section of the Agreement will survive the expiration or termination of the Agreement.

VIII. SERVICE PROVIDER'S INSURANCE.

Service Provider shall procure and maintain insurance as specified in **Exhibit F**, City of Mobile Insurance Requirements, attached hereto and made a part of this Agreement.

IX. RESPONSIBILITIES OF THE SERVICE PROVIDER

A. The personnel assigned by the Service Provider to perform the services of this Contract shall comply with the terms set forth in this Contract. The Service Provider shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks.

B. The Service Provider agrees to respond to communication from the City within three working days unless that is not reasonably feasible.

C. The Service Provider warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Service Provider), to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Service Provider; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.

D. Service Provider agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Service Provider's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Contract in accordance

with the provisions contained herein. The City further reserves the right to suspend or debar the Service Provider from consideration for award of future contracts in accordance with Alabama competitive bid law if the Service Provider does not abide by the terms of this contract.

- F. The Service Provider shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.
- G. The Service Provider shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Service Provider offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.
- H. The Service Provider is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Service Provider is not an employee, agent or servant of City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Service Provider's sole direction, supervision and control. The Service Provider shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Service Provider's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. The Service Provider shall be solely responsible for providing benefits and insurance to its employees.

X. TIME FOR PERFORMANCE

The Service Provider also agrees no work will begin prior to the Notice to Proceed having been issued. All work to be performed under the provisions of this Contract shall be completed in accordance with the planning established in **Exhibit B**, in accordance with section I.A.i.

XI. FORCE MAJEURE

- A. The Service Provider shall be excused from performance of any and all of its obligations hereinunder to the extent and for the time such performance is rendered impossible or impactable caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

XII. OBLIGATIONS OF CITY

- A. The City's Project Manager shall act as City's representative with respect to this Agreement. Such person will have authority to transmit instructions, receive information, and interpret and define City's policies and decisions regarding the scope of services.
- B. City shall furnish to Service Provider all applicable information and technical data in City's possession or control reasonably requested by Service Provider for the proper performance of the Services.
- C. The Project Manager will do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to: 1. Review of all Service Provider payment requests for approval or rejection. 2. Periodic reviews of the work of the Service Provider as necessary for the completion of the Service Provider's services during the period of this Agreement.
- D. The City shall not provide any services to the Service Provider in connection with any claim brought on behalf of or against the Service Provider.

XIII. TERMINATION

- A. The City shall have the right at any time upon thirty (30) calendar day's written notice to the Service Provider to terminate the services of the Service Provider. The City shall pay to the Service Provider and the Service Provider shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services as well as costs already incurred by the Service Provider that cannot be prevented or undone.
- B. Any material failure of the Service Provider to satisfy the material requirements of this Contract shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable, the Service Provider shall be notified in writing by the City and shall have an opportunity to cure such default(s) within twenty (20) working days after notification. 2. For defaults that are not curable, notice of the termination date shall be given as deemed appropriate by the City.
- C. In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience pursuant to Section XIII.A. above.
- D. The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the Service Provider and the Service Provider shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- E. In the event that the Service Provider has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Service Provider indicating its intention to do so. Payment for work performed prior

to the Service Provider's abandonment shall be as stated above. Service Provider shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.

- F. The Service Provider shall have the right to terminate services only in the event of the City failing to pay the Service Provider's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Department Head, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.
- G. After consultation with and written Notice to the Service Provider providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to: 1. The quality of a portion, or all, of the Service Provider's work not performed in accordance with the requirements of this Contract; 2. The quantity of the Service Provider's work not delivered or performed as represented in the Service Provider's Payment Request, or otherwise; 3. Claims made, or likely to be made, against the City, or its property, provided that such claims are caused by the Service Provider's default; 4. Damages to the City or a third party caused by Service Provider; 5. The Service Provider's failure or refusal to perform any other obligation under this Contract.

XIV. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Mobile City, Alabama, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile City, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. Service Provider agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement.
- E. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.
- F. Unless otherwise agreed in writing, the Service Provider shall be required to continue its services and all other obligations under this Agreement during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings,

provided, however, that the City continues to perform its payment obligations in accordance with Exhibit E.

XV. VENDOR WARRANTY

- A. All products provided under this Contract shall be new or refurbished and of the most suitable grade for the purpose intended.
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Contract, the Service Provider shall pick up the product from the City at no expense to the City. The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Service Provider shall refund to the City any money which has been paid for same.
- C. Service Provider warrants that the products under normal use and service will be free from material defects in materials and workmanship. In the event Service Provider's standard product warranty is for a period of time longer than that stated above, this warranty shall be extended to that longer duration.
- D. All services will be performed (i) by qualified personnel in a professional and workmanlike manner, consistent with industry standards, (ii) in accord with the performance specifications, scope of work and terms and conditions set forth in this agreement, (iii) with due care and in accord with applicable laws and regulations including all laws and regulations relating to the scope of work in the agreement, health, safety and the environment, fair labor practices, unlawful discrimination and immigration, and (iv) in accord with generally prevailing industry standards. Upon City providing notice to Service Provider as set out in a reasonably detailed written notice to cure any non-conformance within thirty (30) days of occurrence, Service Provider agrees to re-perform the services to achieve commercially reasonable conformance with this warranty.

XVI. SUSPENSION/STOP WORK ORDER

- A. The Project Manager may at any time, by written order to the Service Provider, require the Service Provider to stop all or any part of the work called for by this Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Service Provider. Upon receipt of such an order, the Service Provider shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Service Provider shall not resume work unless specifically so directed in writing by the City. The Department Head shall take one of the following actions: 1. Cancel the stop work order; or 2. Terminate the work covered by the order; or 3. Terminate the Contract in accordance with provisions contained in Section XIII.

- B. In the event the City determines to not direct the Service Provider to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XIII. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Service Provider to resume work within ninety (90) days, the Service Provider may terminate this Contract.

XVII. NOTICES

- A. The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project is Director, National Maritime Museum of the Gulf of Mexico.
- B. Any notices of default or termination shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

CITY:
City of Mobile City Attorney
P.O Box 1827
Mobile AL 36633

SERVICE PROVIDER:
Tinker Imagineers B.V.
Hamburgerstraat 23
3512 NP Utrecht
The Netherlands

- C. Any change in the City's Department Head or the Service Provider's Representative will be promptly communicated by the party making the change.

XVIII. DEFAULT/ BREACH.

Default. Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to make payments to subcontractors or suppliers, 6) failure to communicate adequately with the City regarding progress or issues, 7) unauthorized assignment or transfer of the contract without prior written consent from the City, 8) failure to correct deficiencies after receiving written notice from the City, 9) misrepresentation or falsification of information provided in contract proposals or during performance, 10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of City property, equipment, or resources, 13) failure to comply with safety standards, resulting in hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements outlined in the contract, 15) breach of warranties related to the quality, fitness, or compliance of goods or services provided, 16) failure to provide required reports, documentation, or certifications within specified timelines, 17) delays caused by inadequate staffing, equipment, or materials, 18) failure to replace defective or non-compliant materials or equipment within a reasonable time-frame, 19) violation of environmental regulations, including improper disposal of hazardous materials, 20) failure to cooperate with

City inspectors, auditors, or other designated officials during site visits or reviews, 21) failing to comply with written directives from the City to correct specific issues or deficiencies, 22) subcontractor abandonment or unauthorized substitution of key personnel, 23) unauthorized cessation of work or delays caused by disputes with subcontractors, 24) breach of intellectual property rights, including unauthorized use of copyrighted or proprietary materials, 25) misuse of funds allocated for specific tasks or deliverables, 26) failure to meet minority, small business, or other subcontracting goals as specified in the contract, 27) failure to maintain adequate security measures for sensitive information or physical assets, 28) failure to address health and safety violations that result in injury or property damage, 29) providing false claims for payments, reimbursements, or change orders, 30) failing to meet requirements for workforce certifications or qualifications outlined in the contract, 31) failure to disclose debarment or loss of required license.

XIX. EFFECT OF DEFAULT

- A. Upon the occurrence of default, City shall have rights which include but are not limited to (i) the right to keep this Contract in effect and sue Service Provider for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by Service Provider and to recover any damages caused thereby; and (iii) the right to terminate this Contract either as to the entire Project or part thereof, taking into account the stipulations in section XIII.B.

XX. WITHHOLDING PAYMENT DUE

- A. Default by Service Provider shall excuse any obligation of City to pay compensation or sums otherwise due Contractor under the agreement. City may withhold any and all sums due if there has been a default or breach by Contractor of any provision of this agreement.

XXI. CURE PLAN

- A. If Service Provider fails to comply with any material provision of this agreement, the City may issue a written notice requiring Service Provider to submit a corrective action plan (CAP) within such time as City directs. If Service Provider fails to provide an acceptable CAP or does not cure the breach within the time frame specified, the City may invoke additional sanctions or terminate this Agreement.

XXII. EFFECT OF DEFAULT ON FUTURE COMPETITIVE BIDDING

- A. Failure by the Service Provider to perform in accordance with the terms, conditions, and specifications of this agreement, including but not limited to failure to complete work within the specified time frame, failure to meet quality or safety standards, or abandonment of the project, and any Service Provider breach as defined herein, may be considered by City in evaluating the Service Provider's status as a 'responsible bidder' as defined under Alabama law in future competitive bid determinations within the parameters of acceptable evaluation.

XXIII. PEER REVIEW/VALUE ENGINEERING

- A. The City reserves the right to engage independent experts to conduct peer reviews or value engineering analyses of the Project at any stage. Service Provider shall cooperate fully by providing necessary documentation and access. If the peer review identifies opportunities for cost savings or performance improvements without compromising safety or quality, Service Provider shall implement such recommendations as directed by the City, subject to equitable adjustments if necessary.

XXIV. ANTI-BOYCOTT

- A. Service Provider agrees it is not currently engaged in and will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade within the meaning of Alabama Code 41-16-5.

XXVI. NON-DISCRIMINATION

- A. Service Provider 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.

XXVII. COMPLIANCE WITH IMMIGRATION LAW

- A. 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. Pursuant to Alabama Code (1975) Section 31-13-9, if Service Provider employs one or more employees within the State of Alabama, Service Provider shall provide documentation establishing that Service Provider is enrolled in the *E-Verify* program. 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.

XXVIII. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

- C. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.
- D. Time is of the essence with regard to each and every aspect of the Service Provider's performance under this Contract.
- E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.
- F. If the Service Provider is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- G. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.
- I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- J. Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- L. In the event of conflicts or inconsistencies between the provisions of this agreement and those in any attachment or Exhibit hereto, then the provisions of this agreement will take precedence and be applicable, binding and enforceable.
- M. Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Service Provider and City. 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.

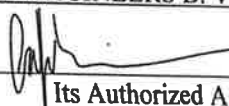
- N. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.
- O. Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.
- P. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.
- Q. Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.
- R. Attorney's Fees and Costs. If the City is required to take legal action to enforce this contract, the Service Provider agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.
- S. Non-Waiver of Rights. Failure by the City to enforce any provision of this contract shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.
- T. Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.
- U. NON-ASSIGNMENT. The City and Service Provider each bind itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this agreement. The Service Provider shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the City, which such consent shall be granted or denied solely at the City's sole discretion.
- V. This Agreement is the final expression of the agreement between the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements. No representations, warranties, or stipulations, either oral or written, are not contained herein.

Seen for legalization of the signature of the person(s)
mentioned above-without accepting responsibility
for the contents of this document- by me,
mr. R. Th. van Leeuwen, LLM civil-law notary practising
in Utrecht (The Netherlands) on: 06-08-2025



IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year
first written.

TINKER IMAGINEERS B. V.

BY: 

Its Authorized Agent

Date: July, 30th 2025

06/08/25

Print Name: Erik Bär

ACKNOWLEDGEMENT/APOSTILLE

Given under my hand this the _____ day of _____, 20__

(Seal)

Notary Public

CITY OF MOBILE, A Municipal Corporation

BY: _____
William S. Stimpson, Mayor

Date: _____

ATTEST:

City Clerk

Date: _____

Name: E. P. C. Bär

Date of birth: 17/03/1969

The undersigned, Mr. R.Th. van Leeuwen, civil-law notary in Utrecht, hereby declares that he has verified the identity of the person who signed, by means of an original and valid identity document. The person has been identified in accordance with the provisions of the Dutch Act on the Prevention of Money Laundering and Financing of Terrorism (Wwft).

Executed in Utrecht on 06/08/2025

The undersigned accepts no responsibility for the content of the document signed by the identified person.

Mr R.Th. van Leeuwen



APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Country: THE NETHERLANDS
This public document
2. has been signed by Mr. R.Th. van Leeuwen
3. acting in the capacity of notary at Utrecht
4. bears the seal/stamp of aforesaid notary

Certified

5. in Utrecht
6. on 06-08-2025
7. by the registrar of the district court of
Midden-Nederland
8. no. 25/3626
9. Seal/stamp:
10. Signature:

M.H. Hewitt



EXHIBIT A SERVICE PROVIDERS PROPOSAL DATED 1/17/2025
EXHIBIT B PLANNING SCHEDULE
EXHIBIT C RESPONSIBILITY MATRIX
EXHIBIT D INITIAL LIST OF DELIVERABLES
EXHIBIT E FEE AND PAYMENT SCHEDULE
EXHIBIT F CITY INSURANCE REQUIRED

EXHIBIT A SERVICE PROVIDERS PROPOSAL DATED 1/17/2025

01/17/25 - The National Maritime Museum of the Gulf of Mexico - proposal Tinker imagineers

Delta Mosaic. A Confluence of Life ●

tinker imagineers.

a) cover letter ●

Thank you for sharing your RFP with us.

This is Tinker imagineers' proposal for the interactive, immersive exhibition
"Delta Mosaic. A Confluence of Life" at The National Maritime Museum of the Gulf of Mexico.

Given our passion for meaningful projects and our love of nature, we were immediately drawn to your project. It shares many of the ingredients that characterize our ideal way of working. And we firmly believe that being from another continent can inspire new perspectives and solutions, ultimately creating something unique for your project.

In a very short time, we have immersed ourselves in the world of the Mobile Tensaw River Delta. To strengthen this proposal, we collaborated with a trusted VFX creative partner, leveraging their expertise to enhance our ideas.

We are pleased to present our vision for the project and are excited to be considered to bring this vision to life. We hope you enjoy it as much as we have enjoyed creating it!

Utrecht, the Netherlands, January 2025

b) reference projects ●

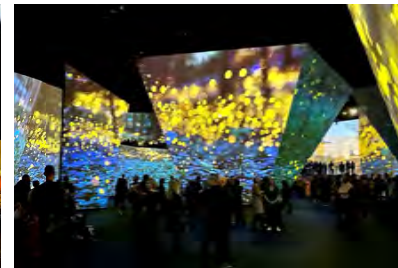
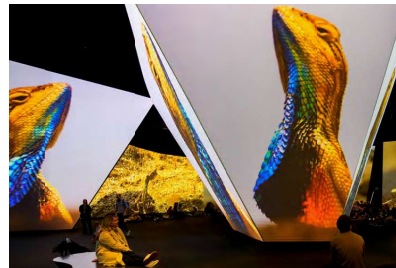
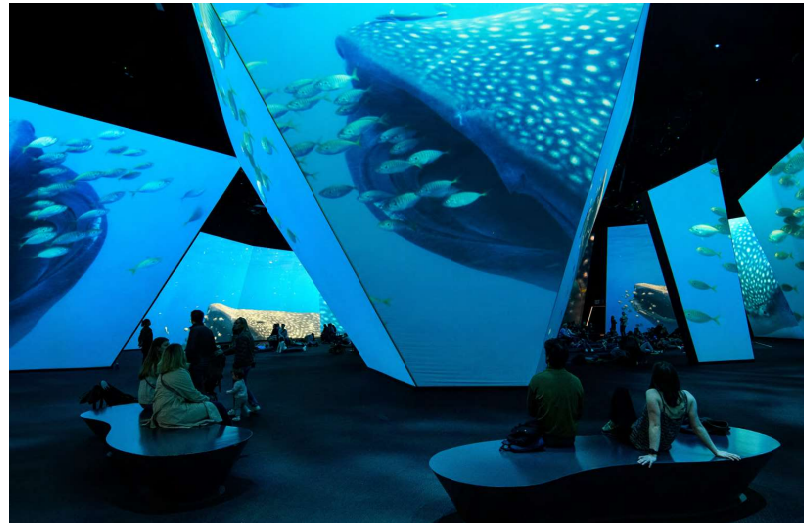
bbc earth experience

Tinker imagineers teamed up with world-class players Moon Eye Productions, Live Nation (UK) and BBC Studios for BBC Earth Experience. A top-notch immersive attraction offering visitors the chance to experience the extraordinary diversity of our planet. Visitors take a 360-degree audiovisual journey, featuring footage from the BBC series Seven Worlds, One Planet. Including bespoke Sir David Attenborough narration. Tinker did the experience and audio-visual design.

Footage, including new material, is projected on multiple multi-angle screens using the very latest digital screen technology. This new London & Melbourne attraction offers a transformative experience that allows audiences of every age to feel like they have stepped into the natural world. Losing themselves in boundless wonder as they travel to far flung places. The sustainability-focused design uses recyclable and reusable materials, LED projectors powered by renewable energy, and cotton screens repurposed after use.

client moon eye productions
location london, united kingdom & melbourne, australia
scope of work av design, experience design
year 2023

grand winner grand prix du design awards 2024
platinum winner grand prix du design awards 2024
honourable mention creative review annual awards 2024
gold winner muse design awards 2024



media museum

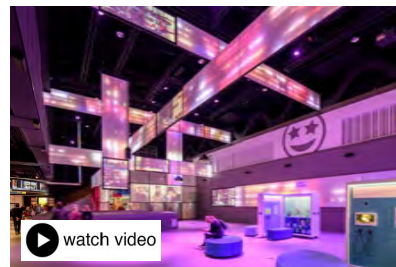
The media experience is all about placing media culture in perspective. The media determine us and vice versa. Visitors experience this through more than 50 interactives on news making, connecting, buying, selling and playing. A unique installation of no less than 300 meters of LED screens is placed throughout the museum, connecting the different zones. Frameworks disappear, while inside and outside, front and back are seamlessly blended. This so called Media Reactor represents the infinite stream of media that comes our way every day.

The museum is probably one of the most interactive ones in the world. Upon entering the experience, visitors create their own profile. The use of facial recognition creates a personalized media journey. Through thematic zones, they get to play interactives, explore iconic media objects, and rediscover nostalgic footage from their youth. Tinker was responsible for the integrated spatial, graphical, and media design. The process took about five years, in collaboration with the museum and many parties from different disciplines.

client the netherlands institute for sound & vision
location hilversum, the netherlands
scope of work full experience design
year 2023

winner honor award segd global design awards 2024
gold certified grand prix du design awards 2024
nominee european museum of the year 2024
winner heritage in motion awards / european museum academy 2023

winner sbid international design awards 2023
honoree interior design best of year awards 2023
winner avicom award 2023
shortlist children in museums awards 2023
finalist european design awards 2023
finalist fx awards 2023



tinker
imagineers.

natural history museum of denmark

The new Natural History Museum of Denmark brings the Geological, Zoological and Botanical museums under one roof. Tinker imagineers developed the concept and design of the exhibitions. Event Communications from London supervises implementation. In seven underground galleries, visitors are immersed in the evolution of nature, starting with the birth of the universe and ending in the Anthropocene. From the basics of biology to the urbanized landscape of Denmark.

The museum caters to families, seamlessly blending physical and digital interactives with captivating objects, movies and graphics to provide an engaging and enriching experience. Embracing the principles of universal design, the entire museum ensures that every visitor finds something to experience, creating an inclusive and accessible environment for all.

client natural history museum of denmark
location copenhagen, denmark
scope of work concept development, experience design
year 2022 (opening in 2026)



tirpitz museum denmark

Along Denmark's west coast, architectural agency BIG has created a striking museum hidden in the dunes, contrasting with a WWII Atlantikwall bunker. Tinker designed and produced the scenography, shaping four exhibitions to reflect the rhythm of the building and nature. Each room mirrors its story's rhythm: tides, time, contrasts like hot and cold, or night and day.

A 4D night-time theater brings 100,000 years of local history to life. The bunker-themed Army of Concrete reveals the Atlantikwall's story through personal accounts. In the steel forest of Gold of the West Coast, changing light and sound evoke the history of amber. The historic Tirpitz bunker, an imposing war machine, invites visitors to interact with light and shadows to reveal its intended function. Tinker designed the spaces to resonate with diverse audiences, creating experiences that captivate visitors of all ages.

client vardemuseerne

location blåvand, denmark

scope of work concept development, experience design, turnkey design and delivery

year 2017

winner german design awards 2019

winner merit award british guild of travel writers 2018

winner design week awards 2018

winner sbid international design awards 2018

shortlist museums and heritage awards 2018

nominee frame awards 2018

finalist inavation awards 2018

winner fx awards 2017

winner best themed danish attraction 2017

winner gold idca awards 2017



stevns klint experience

Stevns Klint at the Danish south coast - a UNESCO World Heritage Site - is one of the best places in the world to see traces of the asteroid. An uninvited guest that caused the extinction of the dinosaurs and ignited the origins of humans. In the old lime quarry of Boesdal, the Stevns Klint Experience has opened. The exhibition narrates the mass extinction of 66 million years ago and how evidence of the asteroid was found in the cliffs.

The exhibition is divided into two parts. In the Stevns Klint Hall it is all about imagination and wonder. An immersive film tells the story about the dramatic extinction and the survival of life on Earth. The film is partly projected on a huge cut-out of the cliff with the famous Fish Clay layer in the middle. The film will leave you with a feeling of awe and a new perspective on life. In the World Heritage Hall, the story is told chronologically. In this playful space visitors go on a multi-sensory exploration and dive into the scientific side of the story. Here there is room for hands-on activities and to discover the story in different ways.

client stevns klint foundation

location rødvig, denmark

scope of work concept development, experience design, turnkey design and delivery

year 2022

finalist sbid international design awards 2024

gold certified grand prix du design 2023

gold winner muse design awards 2023

winner fx awards 2023

winner best tourist initiative denmark 2023

finalist win awards 2023



airborne experience

The successful and internationally acclaimed Airborne Experience at the Airborne Museum is renewed. Visitors will get a first-hand impression of the Battle of Arnhem, scene by scene. You feel part of the largest airborne operation in human history that took place near Arnhem in September 1944. History is brought to life through a state-of-the-art combination of set design, overwhelming authentic footage, light, sound and smoke effects.

Tinker took full responsibility for the scenography, seamlessly integrating the various sets and audiovisual elements into a cohesive and immersive experience. Visitors board a glider, sit down, and are briefed about the mission. Through the windows, you witness the plane being towed in England - and then the benches start rocking, the fuselage squeaks and creaks, you hear the voices of brave and frightened soldiers. After landing, you walk onto the hectic landing grounds. An operation that has begun in good spirits soon turns into a nightmare, with tragic consequences.

client airborne museum hartenstein

location oosterbeek, the netherlands

scope of work concept, experience design, turnkey design and delivery

year 2009 & 2020

gold winner muse design awards 2021

finalist european design awards 2021

finalist fx design awards 2020

nominee best day trip anwb 2012

nominee micheletti award 2011

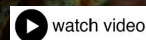
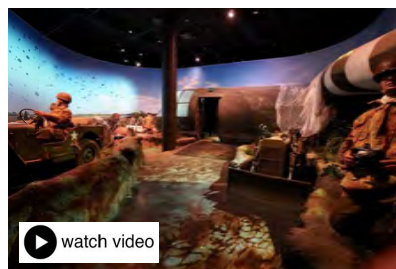
nominee museum of the year award 2011

finalist idea awards 2010

nominee rob de bes awards 2010

nominee tour-ned awards 2010

winner gouden reiger 2009



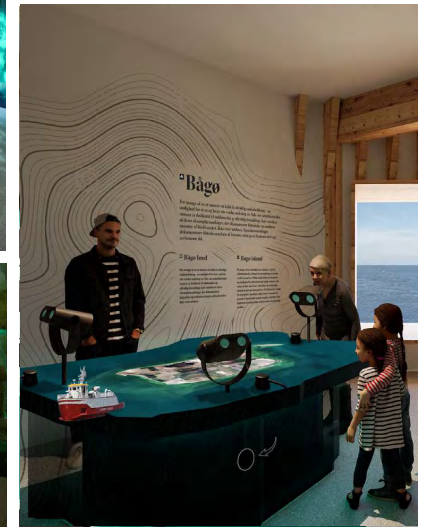
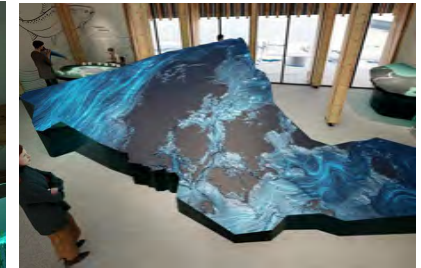
danish center for coastal nature

Similar to The National Maritime Museum of the Gulf of Mexico is The Danish Center for Coastal Nature. It is located at the Middle Pier in Assens Harbour and aims to immerse visitors in Denmark's unique underwater world. This experience center will highlight the beauty and biodiversity of coastal and freshwater ecosystems, inspiring awe and encouraging hands-on engagement with nature. By connecting stories of the sea, coasts, and angling, the center fosters appreciation for Denmark's aquatic landscapes while promoting sustainable practices.

Our design focuses on creating a journey that transitions from surprise to engagement, allowing visitors to gradually explore and connect with Denmark's marine heritage. The architectural layout emphasizes light, openness, and sensory immersion, with installations like a 3D model that turns your perspective of Denmark upside down and dynamic lighting effects enhancing the experience. Durable materials, such as wood and glass, reflect a commitment to sustainability, while vibrant colors inspired by angling aesthetics bring energy to key installations. A "school of fish" guides visitors from the city to the center, weaving a cohesive narrative between outdoor spaces and the interior journey.

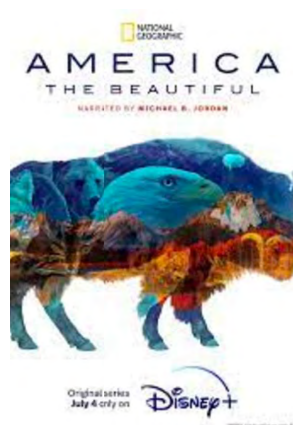
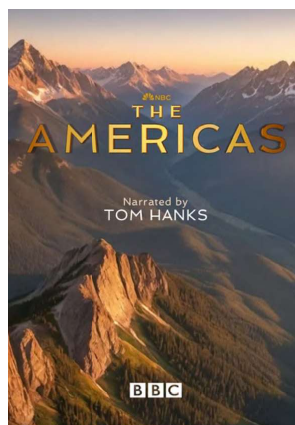
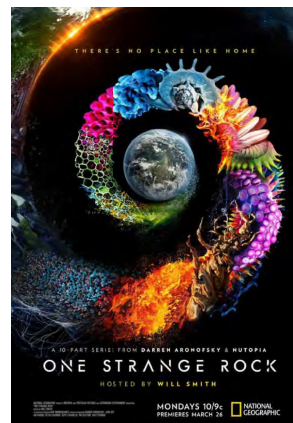
client centre for coastal nature
location assens, denmark
scope of work concept design
year 2024 - design competition for the new visitor center

01/17/25 - The National Maritime Museum of the Gulf of Mexico - proposal Tinker imagineers



moonraker VFX

We partner up with Moonraker because of their stunning visual effects and animation skills. But mostly because of their ability to translate scientific and other data into high end visualizations. We think this will enhance your project in a great way.



[LINK TO SHOWREEL](#)

IN PRODUCTION
COUNTRY USA
RESOLUTION 8K
FORMAT PIT SCREENS

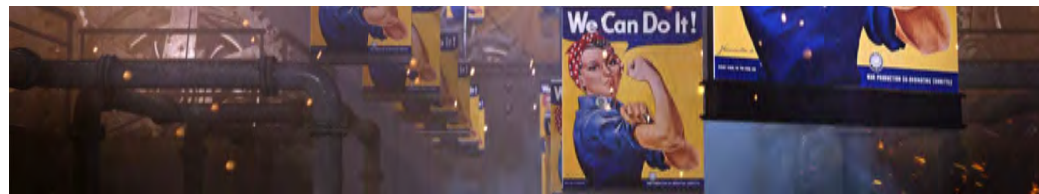
The National WWII Museum Beyond All Boundaries

MOONRAKER WERE RECENTLY COMMISSIONED TO PRODUCE A SPECTACULAR FULL VISUAL REFRESH OF THE ENTIRE 36 MINUTE FILM, BEYOND ALL BOUNDARIES

Beyond All Boundaries at the National World War II Museum, New Orleans is a signature, immersive 4D cinematic experience Executive Produced and narrated by Tom Hanks. The film opened in the Solomon Victory theatre to huge acclaim over 15 years ago and the museum is now embarking on an exciting new upgrade for future generations of visitors.

Moonraker are creating stunning new CG sequences and visual effects whilst retaining the choreography and timings of the existing spatial audio, physical set elements and lighting effects. Guests will be taken beyond the stories that they know about World War II. Beyond the battles and the names of generals the show gives a beautiful insight into the first hand accounts of many US soldiers. Not only are guests surrounded by a massive screen that truly puts them in the centre of the action, the show also takes an unexpected turn in key moments seamlessly blending physical set and props including the nose of a B-17 Bomber.

The epic show features the voice talents of A-List Hollywood stars such as Brad Pitt, Viola Davis, Jesse Eisenberg, Gary Sinise, and many more as well as a pre-show video with Tom Hanks.



YEAR 2025
COUNTRY GERMANY
RESOLUTION 15 SCREENS UP TO 8K
FORMAT CURVED SCREENS

Wetterextreme at Klimahaus

A MULTI-SENSORY JOURNEY THAT COMBINES STUNNING CLIMATIC EVENTS ON EARTH, VISUALISED FROM THE EYE OF THE STORM

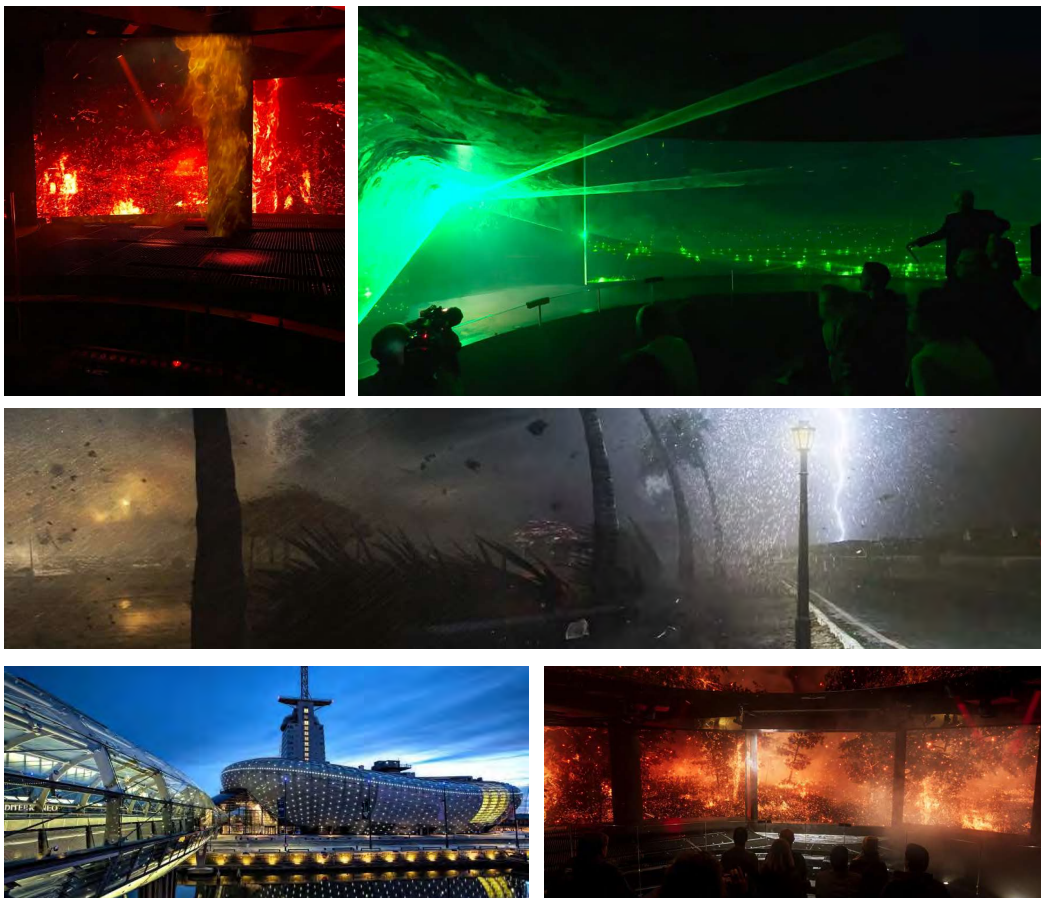
Klimahaus Bremerhaven provides a fully immersive experience, exploring extreme weather and climate change. The attraction offers a unique blend of education and entertainment, going beyond traditional museum experiences to enhance climate knowledge.

A dynamic ride platform transports guests through a variety of harsh weather events over three floors of the museum building and is a key component of the experience. Every stage of the journey delivers a multi-sensory experience thanks to the expert combination of spectacular film production, lighting, mechanical and kinetic effects, and physical special effects such as rain, wind, hail, mist, and fog.

Moonraker seamlessly integrate their compelling VFX capabilities creating digital environments and worlds that help depict Earth's hostility, immersing the audience in scenes as if they were experiencing these real life events from the point of view of the ground and from the vantage point of Space.

Fire effects, stormy seas, hurricanes and flooding all combine over 4 floors in this 15 minute dynamic film that fills the entire experience, utilising a number of moving show programmed curved screens. A motorised 30-seat platform elevates the audience vertically through the building with spatial audio to further enhance the experience.

Moonraker have a proven track record in visualising Earth Science from their award winning contribution in Visual Effects for global brands such as BBC Planet Earth III and Frozen Planet II, National Geographic, One Strange Rock and Hostile Planet. Their proprietary Earth asset, developed over 8 years by an in-house team was a key factor in the award of the contract. Moonraker's ability to use real climatic data in the visualisation of our changing planet and make that cinematic was very attractive to the Klimahaus team and further enhanced the authenticity of the project.



c) client references ●



Utrecht, 26 June, 2023

Subject: Letter of recommendation regarding Tinker imagineers' work

Dear,

In consultation with the Netherlands Institute for Sound and Vision, Tinker imagineers has designed and realized the experience design for the new Media Museum.

The museum is about media and media literacy and offers a unique and interactive experience, placing media culture in perspective. With over 50 interactive exhibits, visitors explore news making, connecting, buying, selling, and playing. The museum features a Media Reactor, connecting different zones with 300 meters of LED screens, symbolizing the constant stream of media we encounter daily. It is considered one of the world's most interactive museums. Visitors create personalized profiles and engage with thematic zones, interactive displays, and nostalgic footage, with the use of facial recognition.

Tinker imagineers was responsible for the integrated spatial, graphical, and media design. Collaborating with experts from different disciplines over a five-year process, Tinker completed its work by the end of 2022. The museum has been in full operation since February 2023, and the public response has been overwhelmingly positive.

We were very pleased with the cooperation and highly recommend Tinker.

Kind regards,

Corine M. Lindenberg
Project Manager New Museum

Netherlands Institute for Sound and Vision
Media Parkboulevard 1
1217 WE Hilversum – The Netherlands
Email: clindenberg@beeldengeluid.nl
Phone: +31 6 24719182

media museum

Corine Lindenberg
Project manager
clindenberg@beeldengeluid.nl
+31 6 2471 9182



TIRPITZ

Statement of the satisfactory completion of the works by tinker imagineers

21. august 2018

Claus Kjeld Jensen
Director
Phone: +45 29 38 66 64
Mail: ckj@vardemuseum.dk

Vardemuseerne
Lundvej 4
6800 Varde
Tlf.: 75 22 08 77
vam@vardemuseum.dk
vardemuseerne.dk

tinker imagineers completed the Tirpitz project for Vardemuseerne in the period from November 2015 until July 2017. The task was to make in total three new exhibitions on three very different historical topics for three predefined target groups plus rethinking an existing bunker exhibition. The job included creating ideas for these exhibitions, designing them for the specific target groups, incorporating the exhibition design elegantly into the architecture of the BIG-designed, new building as well as into an old WWII canon bunker, and, as part of the turnkey contract also delivering the exhibition finished on the opening date June 29, 2017.

All task has been completed to the full satisfaction of Vardemuseerne. The best part of the process has been that it has not felt like a contract job but more like a project we fulfilled together. We have worked to reach a common goal like good colleagues and tinker imagineers has included Vardemuseerne in all parts of the project from the brainstorm to the final solutions, without ever neglecting their responsibility for delivering a turn key project. To our knowledge, this has also been the case in the part of the job that included Kloosterboer Décor, that signed contract to deliver the hardware parts of the exhibitions.

Best regards,


Claus Kjeld Jensen
Director, Vardemuseerne.

**Opdag
den skjulte
Vestkyst**

Vardemuseerne

tirpitz museum

Claus Kjeld Jensen
Director Tirpitz / Varde Museums
ckj@vardemuseerne.dk
+45 2938 6664




Subject: Letter of recommendation regarding Tinker imagineers' work



Dear reader,

In collaboration with the Stevns Klint Foundation, Tinker imagineers has successfully realised the Stevns Klint Experience.

The Stevns Klint area on the Danish south coast is one of the best places in the world to see traces of the asteroid that caused a mass extinction 66 million years ago. The 17-kilometer-long Stevns cliffs have been a UNESCO World Heritage Site since 2014. There, in the old limestone quarry of Boesdal, the Stevns Klint Experience has emerged.

The aim was to create a world-class attraction, both in terms of architecture and visitor experience. The international design agency Tinker imagineers was commissioned to develop an exhibition about the extinction, its effects, and the scientific discovery of the traces left by the asteroid.

They completed their work in September 2022. The museum has been in full operation since October 2022, and the public response has been overwhelmingly positive.

We are very satisfied with the final outcome and our collaboration with Tinker imagineers, and we wholeheartedly recommend their services.

Best regards,

Tove Damholt
Director World Heritage Office
Phone | +45 2536 4606
Mail | tove@stevnsklint.dk

Stevns Klint
Experience ApS
Boesdalsvej 14
DK-4673 Rødvig Stevns
CVR 40217762
StevnsKlint.dk
kontakt@stevnsklint.dk

Stevns Klint
Verdensarvskontor
Info@stevnsklint.dk

Stevns Klint
UNESCO World Heritage
Dato 21. marts 2024



stevns klint experience

Steen Bonke Sørensen
Director
steenbonkesorensen@icloud.com
+45 4099 5577

Letter of recommendation is signed by Steen's former colleague Tove Damholt.



d) team ●

who we are

Tinker is a global immersive experience design agency. We design and build narrative spaces. Vibrant story worlds that engage, inspire and even transform visitors of all ages.

The agency was founded in 1991 by Erik Bär and Stan Boshouwers. Nowadays, it boasts an interdisciplinary team of around thirty consultants, designers and producers. Many of our projects were honored with global design awards.

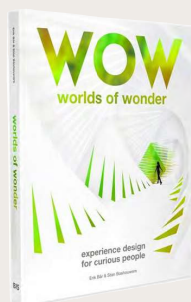
Together with our clients we create exciting and meaningful experiences luring audiences into age-old stories and places. With our creative and innovative approach we bring ideas and stories to life. In this way they become immersive and visits turn into uplifting adventures for your audience.

what we do

Tinker delivers projects from A to Z, from concept to design, through production to installation. As such we combine specialist skill sets in multi-disciplinary teams and are able to deliver full projects, including audiovisual production all under one roof. We also have a large network of key experts in various specialisms. This allows us to grow in capacity and scale up rapidly to meet the demands of any project.

our book

At the end of 2018, Tinker owners Erik Bär and Stan Boshouwers published a book on immersive experience design, the art of creating spaces that tell a story. The book 'Worlds of Wonder, experience design for curious people', describes the What, the Why and the How of this exciting way of communication. It reflects their vision of the field of experience design.



concept & content development

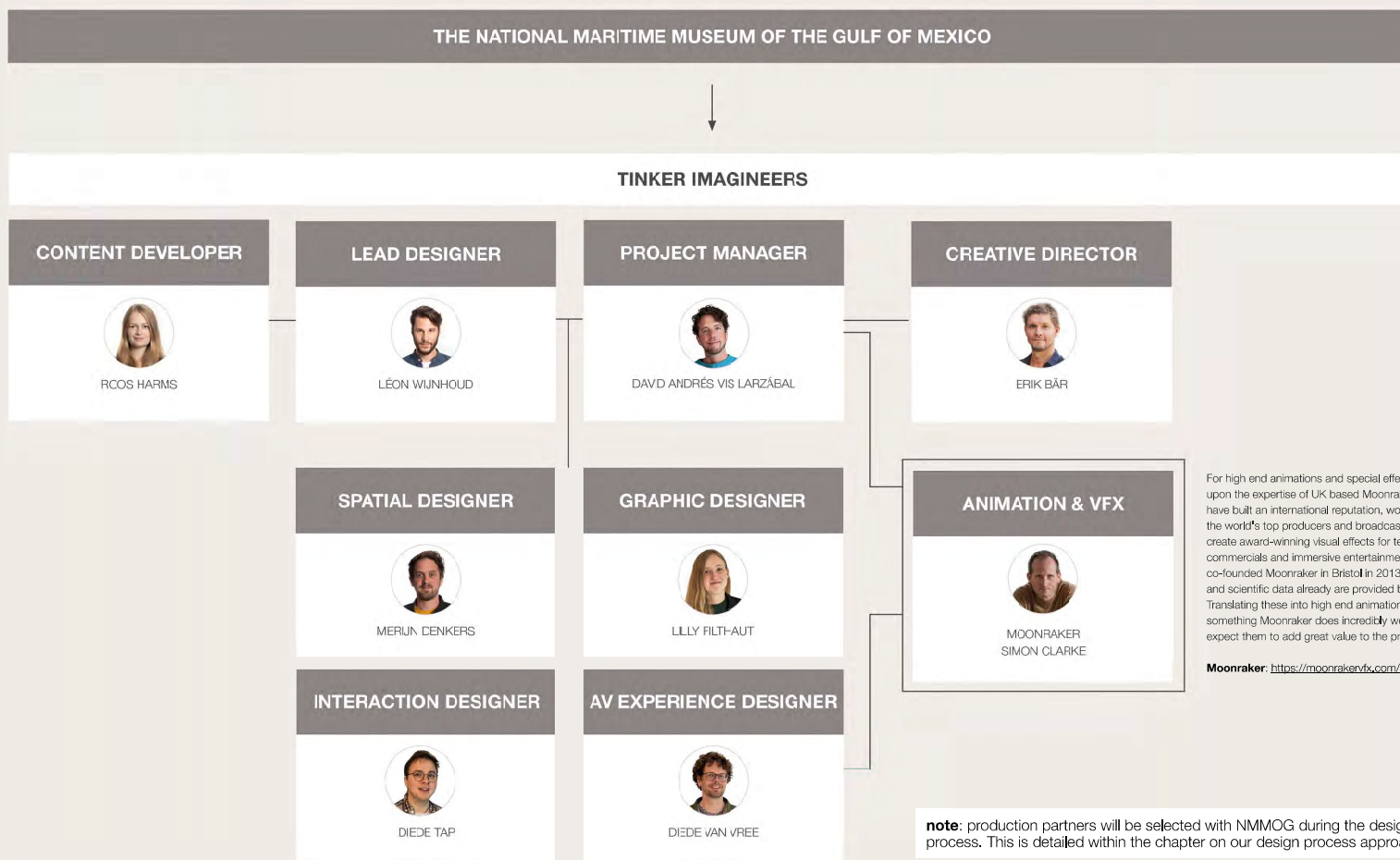
Every project starts with a story. This is the starting point from which the concept is developed. Key messages, storylines and content schemes are identified for all themes and spaces within the project in consultation with the client. Based on target group research we develop exhibitions that often reach audience groups that rarely visit museums, while maintaining a high level narrative. We attribute this effect to our careful composition of storylines and means of communication. During production all this is translated into texts, infographics, audiovisuals and multimedia content for a wide audience.

experience, exhibit & interactive design

Our studio uses spatial, theatrical and storytelling techniques to translate the key messages and stories into designs and truly integrated exhibits. This comprises 2D, 3D plus audiovisual and multimedia design. From visuals and sketches to defining the visitor flow, the look & feel and ultimately the detailed exhibits. Measurements, shapes, techniques and interfaces are all agreed with architects and specialists. Through our own multimedia department and or specialist partners, Tinker can also deliver the production of entire multi-media packages.

process & production management

With almost 35 years of experience we know the process inside-out. Therefore, we can offer production and project management over the entire project and custom-made solutions. Our producers ensure that the results of our work are both innovative and robust. They collaborate with a range of external parties such as build contractors, lighting designers and hardware specialists to make sure that what we come up with can be made, both within time and budget.



founder & art director



erik bär (1969)

ma in artificial intelligence

As director, Erik is mainly responsible for account and creative direction: the translation of the client's needs, wishes and ambitions into compelling visions and inspiring designs. In the company Erik manages all 2D, 3D and audio-visual designs and products and specializes in (international) projects in the world of museums, heritage and culture.

He previously delivered *Flugt - Refugee Museum of Denmark* and *Tirpitz Museum*, both in Denmark and together with BIG Architects. He was also the art director and project lead for the *Nest Experience* in Switzerland, a visitor experience for multinational Nestlé. Furthermore, he has been responsible for concept development and art direction for various museums, visitor & heritage centers worldwide.

projects & clients

- bbc earth experience, london, united kingdom & melbourne, australia
- turning heads & ensor, royal museum of fine arts antwerp (kmska), belgium
- flugt refugee museum of denmark, verde museums (in collab. with bjarke ingels architects - BIG)
- nest experience, nestlé, switzerland
- tirpitz museums, denmark (in collab. with bjarke ingels architects- BIG)
- airborne museum hartenstein, the netherlands
- domunder, the netherlands
- national geographic campus, usa

lead designer



léon wijnhoud (1986)

ba in graphic design

As the lead designer at Tinker, Léon is often involved in the initial stages of a project where the focus is on creating the creative framework. As such he creates many concepts, master plans, vision documents and bid books.

Léon is a strong conceptual thinker, coming up with the big ideas behind our projects. Capturing abstract ideas and concepts into compelling visuals and powerful images. That is where we find him at his best.

Léon is always working on new applications, visions, concepts, plans and pitches for potential customers and stakeholders.

projects & clients

- bbc earth experience, london, united kingdom & melbourne, australia
- flugt refugee museum of denmark, verde museums
- natural history museum of denmark, copenhagen
- coach, centre for overweight children, maastricht university medical center+, the netherlands
- danish architecture center, several exhibitions, copenhagen, denmark
- juliana childrens hospital, the netherlands
- airborne experience, oosterbeek, the netherlands

executive producer



david andrés vis larzábal (1983)

ma in sociology
native Spanish speaker

David is an executive producer with a lot of experience in marketing, branding, and creative productions. With over ten years of experience, he has gained a deep understanding of how brilliant and yet fragile an idea can be. And of what it needs to come to life and flourish.

His fascination with site-specific theatre drove him to start producing, and he thrives in creating 360° experiences at Tinker. He is passionate about fusing stories and crafts together, creating something that is wondrous and extraordinary only by the sum of its parts. Steering the creative process towards a successful delivery is his expertise.

projects & clients

- bbc earth experience, london, united kingdom & melbourne, australia
- brusk museum group, bruges, belgium
- textile museum, tilburg, the netherlands
- yanghe distilleries, brand experience centre, china
- herkenrode abbey, hasselt, belgium
- involved in several (inter)national pitches

content developer



roos harms (1991)

ba in history
ma in public history

With a background in history and a passion for storytelling, Roos is highly skilled at uncovering and crafting meaningful narratives for diverse audiences.

As a content developer at Tinker, she focuses on researching and structuring stories to make complex content accessible and engaging. Acting as a bridge between scientific content and creative design, she creates clear storylines and supports the team in translating ideas into immersive visitor experiences.

Roos's methodical approach ensures that every project is grounded in well-researched, compelling narratives, which she brings to life in collaboration with designers and stakeholders.

projects & clients

- european hansemuseum, lübeck, germany
- bbc earth experience, london, united kingdom & melbourne, australia
- lofen palace, utrecht, the netherlands
- stevns klint visitor centre, rødvig, denmark
- shoe quarter, waalwijk, the netherlands
- natural history museum denmark, copenhagen
- vonk museumpark, eindhoven, the netherlands

3d designer



merijn denkers (1981)

ba in arts
ba in graphic design

With a background in graphic design, as an autonomous artist and producer of cultural events and exhibitions, Merijn has a good understanding of all sides of experience design projects.

Tinker is the place where all his interests and expertise come together. Creative engineering, multimedia installations, design, art, history, technology, science and nature.

Merijn designed exhibits and spaces for a variety of projects and clients. At Tinker he was among others the spatial designer of CERN's new visitor center.

projects & clients

- exit festival, novi sad, serbia
- vonk museumpark, eindhoven, the netherlands
- lofen palace, utrecht, the netherlands
- naturkraft dome experience, ringkøbing, denmark
- cern science gateway, geneva, switzerland
- the lost museum, mauritshuis, the hague, the netherlands
- natural history museum of denmark, copenhagen, denmark
- involved in several (inter)national pitches

interaction designer



diede tap (1996)

ba in theatre

As an interaction designer, Diede creates immersive experiences that awaken all the senses. With his background in media and theatre, he produces interactive experiences that go beyond mere sight and sound; they respond to the visitor and actively engage them.

Within Tinker, he is involved in many different projects with diverse topics. His daily activities include building and prototyping installations, media design, analyzing audience behavior and innovating with technological solutions.

projects & clients

- yanghe experience, china
- guangdong science center, china
- museumpark vonk, eindhoven, the netherlands
- naturkraft dome experience, ringkøbing, denmark
- de haar castle, the netherlands
- turning heads & ensor, royal museum of fine arts antwerp (kmska), belgium
- van gogh village museum, the netherlands
- involved in several (inter)national pitches

graphic designer



lilly filthaut (1999)

ba in communication design
ma in design for interaction

With a background in graphic and interaction design, Lilly easily turns complex subjects into understandable matter, believing in design's ability to make any topic exciting. This passion stems from her early fascination with illustration and design, paired with a keen interest in programming and technology.

At Tinker, she transforms abstract concepts into tangible, visually compelling, and interactive narratives that resonate with diverse audiences. By exploring the design space and experimenting with ideas and design elements, Lilly aims to uncover fresh and compelling ways to effectively communicate concepts.

projects & clients

- yanghe experience, china
- guangdong science center, china
- flugt refugee museum of denmark, varde museums
- involved in several (inter)national pitches

audiovisual experience designer



diede van vree (1983)

ba in image & media technology

Every strong idea has a soul, a core that speaks to our deepest emotions. As an audiovisual experience designer, it is Diede's role to translate that into authentic and innovative stories that truly resonate with the visitor.

With extensive experience as a director, editor, and VFX artist in film and advertising, he constantly seeks to integrate new technologies into compelling narratives.

Diede pieces together details into a cohesive and engaging whole, while keeping the bigger picture in focus.

projects & clients

- exit festival, novi sad, serbia
- counterplay exhibition, paleis het loo, the netherlands
- the lost museum & willem v gallery, mauritshuis, the netherlands
- ensor exhibition, royal museum of fine arts antwerp (kmska), belgium
- involved in several (inter)national pitches

Whenever needed, the team for The National Maritime Museum of the Gulf of Mexico will be supplemented with expertise from other creatives at Tinker.



e) workload assessment ●

Tinker is used to create experiences for diverse clients: Ranging from museums to governments, schools, commercial businesses, tech-firms, foundations, NGO's, entertainment firms and even hospitals, to name a few. We believe our process and approach needs to be tailor-made and adjusted to each project and each client's organizational structure. When starting a project, we will assess and discuss our client's needs, stakeholders and decision-making customs to adjust our design process.

Key elements we will always make sure to have clear from the get-go are the goals of the project, its target audiences, the Decision Making Unit (DMU) at our clients side, the list of deliverables and the designated timeline. These elements and the approach are detailed below to propose a working relationship with NMMOG for this specific project.

our approach of efficient allocation & flexible deployment

The strength of Tinker's approach lies in the combination of a highly skilled core team and the flexibility provided by our large network of freelance creatives and specialized creative suppliers. This structure allows us to adapt each project to its unique requirements, ensuring that we deliver solutions that are both innovative and precisely tailored to specific requirements.

Our core team is made up of experienced professionals across various disciplines, including creative consultants, storytellers, content developers, 2D- and 3D-designers, multi-media developers, and producers. Throughout the design process the project team assesses the need for additional internal or external creative services to be added to the mix.

This flexible model ensures that we are not limited by the size or composition of our internal team. Instead, we can assemble and adjust bespoke teams that meet the exact needs of any project, large or small. By doing so, we ensure that our solutions remain fresh, relevant, and impactful.

2025-2026 workload assessment

The above-mentioned approach allows us to provide flexibility and efficiency throughout our projects. We can accommodate NMMOG's proposed schedule by leveraging this approach with a core team of Tinkers dedicated to NMMOG, supported by surrounding internal creative colleagues and longtime external freelance contributors and specialized creative suppliers.

In our experience, the timeline NMMOG proposed is a generous timeline. It will allow ample time to be invested into the concept base of the design. Please see our interpretation of the project timeline in chapter i).

f) approach design process ●

turnkey delivery

For the NMMOG exhibition, Tinker will take on turnkey project responsibility from vision, concept and design to project execution; construction, production and installation. This includes process and production management throughout design and production phase.

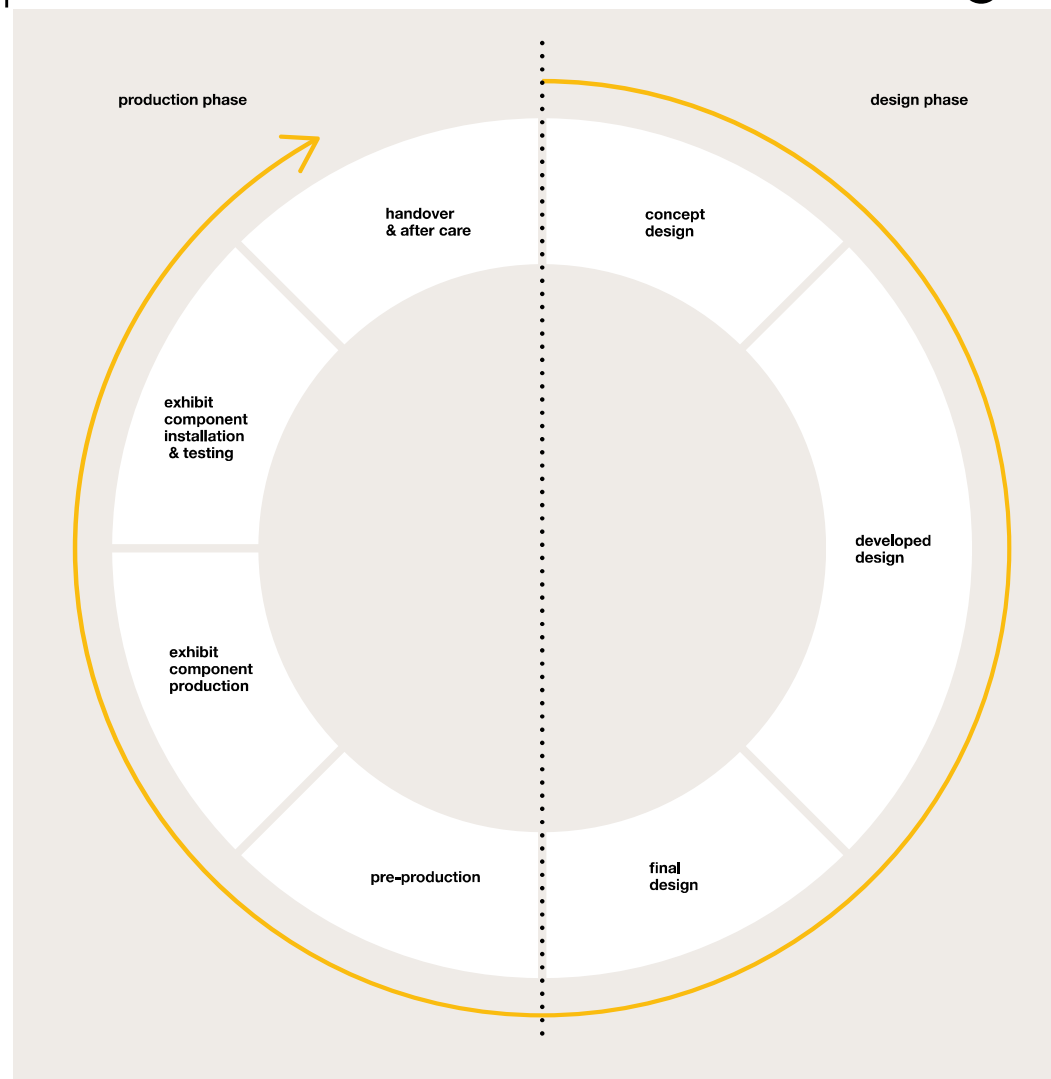
The design phase follows 3 steps: concept design, developed design and final design. In these phases exhibits and spaces are developed and take shape through 3D, 2D, audiovisual and multimedia design. In addition, content development is done through research of stories, objects, and images. This leads to scripts, storyboards, and other texts for audiovisual productions. Meanwhile, exhibits are tested to ensure tailored solutions, and contractors for delivery are selected.

Each design phase concludes with a presentation for client approval. This allows both the project manager and the client to control costs, milestones, and final deliverables.

At the end of the developed design phase a selection of preferred subcontractors is made in close collaboration with the client. After selection, the production partners are directly involved to fulfill an advisory role during the final design phase. The aim is to leverage each other's expertise to create the best possible design within the set frameworks. Once the design is finalized, it is clear what will be produced, which subcontractors will deliver the exhibition, and what the overall costs will be.

The production partners and suppliers will be mobilized for the production phase. During this phase, there is a transition from design to physical production and the installation of set works, interiors, furniture, and exhibits. The audiovisual packages are produced, including all interactives. All hardware is installed. Exhibition texts are written, and all artwork is produced, delivered and installed on site. In this phase Tinker is responsible for production management and art direction. Before opening to the public, there will be a testing period, followed by final completion, project handover, and close-out.

After completion, there is a 2-month guarantee period during which Tinker provides the customer with service and maintenance. After these two months, SLA's (Service Level Agreement) with the suppliers of set work, AV hardware, etc. take effect. From then on, questions, defects, service and maintenance can be addressed to the subcontractor directly.



Key deliverables and milestones will be defined at the start of each phase including a detailed planning with dates for the meetings above. All consultations are online, unless otherwise agreed in advance. We complete each phase with a design presentation while leaving room for the client to provide feedback that will be incorporated into the subsequent phase. Tinker reports the outcome of consultations in clear communication with the client.

workshops & presentations

For each design phase we will meet up with the client at regular intervals. This are a couple of examples of the type of meetings:

- kick off to determine planning & actions for this phase
- content & design workshops to brainstorm and test ideas
- alignment meetings with architect or awarded construction party
- mid-stage review to check if we are still on the right track
- budget review - design to budget
- design presentation to consolidate design
- maximum of 2-week period for feedback by client
- regular process and progress meetings (approx. every three weeks)

concept design

We start with a thorough visit to the area and a kick-off session to understand the Delta, gather information, get acquainted with the other parties involved and discuss frameworks, opportunities and challenges with each other. For this kick-off, we like to take a couple of days. The Tinker team travels to Mobile, AL. Seeing and talking to each other ensures a good start to the collaboration. Tinker will draw up the talking points in advance.

During this phase we finalize the concept and translate it to a spatial outline, and a visual language is outlined. Coordination with the architect will take place to ensure that the building and exhibition are aligned. The same goes for hardware specification of infrastructure and other requirements. At the end of this phase the concept is presented, consisting of a visitor journey, floor plans, lay outs, routing & visitor flow, story outlines, graphic style, exhibit sketches and visualizations. A rough budget estimate and up to date planning are part of the presentation.

developed design

Feedback on the concept design will be discussed and incorporated into the developed design. The focus is on further development of content and storylines. Roos, our content developer, is in close contact with your (scientific) content team to translate content sources to ready-to-use information for the designers. At the end of this phase, the majority of stories are complete and decided. The spatial and graphic design of the exhibition will be further developed and become more detailed. Exhibits take shape and materials and finishes are determined. Hardware is more clearly defined, including an estimate of costs and technical schemes of the connections to the overall show control. At the end of this phase, the design is developed to such an extent that a shortlist of potential builders can be drawn up. Possible workshop visits (tinker and client) are planned. By agreement between tinker and client the contract is awarded to the best suited fit-out contractor.

production partners selection

Preferably, we select the producers/builders in consultation with the client and based on a specific design direction. At the end of the developed design phase, the design is sufficiently developed to be calculated by experts. Moreover, it is then clear which expertise we would like to deploy to get the most out of the design and budget.

Once selected, the fit-out contractor plays an important role in the final design phase. The contractor translates the design into a technically feasible plan with technical drawings, material samples and mock-ups. This will happen under the direction of Tinker and in close cooperation with the other production partners. Together we'll work out all details; integration of hardware, interactives and light into the set work, of course with accessibility and maintenance in mind. At all stages, Tinker remains the main contractor and directs design and production.

final design

Since all production partners are now selected, the kickoff meeting for the final design is a key moment to align all parties for the design & build phase. The spatial design is finalized and technical design information for the producers is ready. Materials and graphics have come to a final state. Samples, mock-ups and prototyping are provided by the fit-out contractor and approved. Content schemes and storyboards are also made in preparation for production. The plans are calculated and adjusted by all involved to fit the budget and a detailed planning for production is made.

g) approach build process ●

We value an iterative design and build process (ID&B) as a very effective way of working. We propose to use the same method for this project with NMMOG. An iterative design and build process combines budget certainty with creative freedom and maximizes the expertise of all involved, from stakeholders, suppliers, contractors, producers, and specialist consultants. It allows NMMOG to have a transparent overview and full control over key factors such as quality, time, and budget.

ID&B implies that we involve key suppliers at an early stage to co-develop the project with us and the client. Everyone will commit to the overall framework right from the start, to fully align expectations, designs, and execution. Since suppliers have lots of in-house expertise, they can help to make designs better by coming up with alternative solutions and ensure manufacturability. This approach also ensures practical challenges to be solved organically.

The process is summarized in the steps on the right.

ID&B also saves time and money since everyone is involved from the start and committed to the desired outcomes, which makes it very effective. More information about this is found in chapter h).

1. demarcation

Together with NMMOG we will draw up the key expectations and a demarcation list. This is the basis for the delivery of the design against a maximum overall budget.

2. ideation

Our team translates the assignment into a variety of proposals. These are estimated and summarized in an itemized list. If needed, concepts will be adjusted to fit the fixed budget.

3. design & build

As soon as the first designs are developed, one or more suppliers will be approached and asked to commit to this list, and delivery of the items within the given time and budget.

4. iterations

In a few rounds the itemized list is further developed. Proposals are detailed, and the suppliers will prepare quotations for all production, fabrication- and installation costs. In case the financial total exceeds the agreed budget, a process of value engineering will result in: a) elimination of some elements, b) a more cost-effective approach, c) a decision to up the budget. NMMOG has the final say in this.

5. construction, fit-out & installation

At the end of Final Design, the definitive item list with quality criteria will be established to align with the production budget, including contingencies during production. This list will be the base for what will ultimately be delivered. As the client, the design team and the contractors at that point will have familiarized themselves with the budget, there will be no surprises at this stage.

production phase

At the start of the production phase the feedback on the final design is processed in pre-production. After approval by the client the exhibit component production starts. Additional mockups and tests are made. All production drawings are submitted for approval to the client through Tinker. Materials and hardware are purchased, and production is on its way. A detailed production planning is made and aligned with all parties involved. Besides planning Tinker will communicate a clear calculation of all costs.

The fit-out contractor is the main coordinator for all works carried out on-site during exhibit component installation. Tinker's project manager and art directors will be available to check progress and direct adjustments where necessary. Once everything is installed, a testing phase will begin. During this phase, hardware will be extensively tested, bugs will be fixed, interactives fine-tuned, and lighting settings optimized to ensure the highest quality experience

international production

Tinker has a lot of experience in designing and executing project across the globe. For the execution of the design plans, we will consider trusted suppliers of Tinker, as well from NMMOG and consider new creative suppliers from Alabama, when selecting the best partners for this project.

handover & after care

The production phase is followed by an on-site delivery round. The client, Tinker and the subcontractors are on location for this. In this meeting, all issues and missing parts are put on a snag list. Tinker is in the lead and will actively share this list with the parties involved. In the month following this meeting, there is time to process the items on the list so that the exhibition is ready for final delivery and handover to the client. Back up files, user manuals and instructions on maintenance will be shared.

Now the exhibition is ready to open its doors to the public! After delivery and opening a 2-month period will start in which Tinker is point of contact for all kinds of issues that might occur. After this period the warranty of the subcontractors will start, and Tinker is no longer the key contact for these kind of issues. Tinker advices to arrange SLA's for the technical parts of the exhibition. This needs to be arranged with a hardware supplier directly or can be managed through existing SLA's the NMMOG already has in place.

h) budget breakdown ●

The prices in this overview are based on the creative proposal for “The National Maritime Museum of the Gulf of Mexico - Delta Mosaic - A Confluence of Life”.

1. net fee

This item includes all design (1*) and content development (2*) related work: From concept design to final design. All meetings and presentations are part of this item, in addition to all management, planning and budgeting work required throughout the project.

1 spatial, graphic, AV/MM, interactive, light and sound design*

2 content & storyline development, storyboards*

2. hardware

The physical hardware to be purchased, from projectors, monitors, speakers, special hardware (such as Kinect installations) to cabling from the sockets to the exhibits. This also includes labor for installation, show control, testing and alignment with other subcontractors.

3. content production

All graphic and AV/MM productions such as videos, interactives, VFX, audio, recording and editing, as well as all graphic expressions in image and text that are part of the exhibition.

4. exhibition production

All engineering, mock ups, tests and physical exhibition elements plus installation are part of this item.

5 & 6. allocated for contingencies & travel

Part of every Tinker assignment is the reservation of a contingency cost. Depending on the size and complexity of the assignment, we reserve an amount corresponding to 8-10% of the total production budget. In this case we'll reserve 10% and take into account 2% travel costs.

	Total Tender Price	\$ 2.000.000	100%
	Overall breakdown	Total \$ (excl. VAT)	Percentage
1	Net fee (design, content development, management)	\$ 560.000	28%
2	Hardware (AV/MM, sound & light)	\$ 400.000	20%
3	Content production (AV/MM content production, DTP)	\$ 300.000	15%
4	Exhibition production (setwork, furniture & exhibits)	\$ 500.000	25%
5	Allocated for contingencies	\$ 200.000	10%
6	Travel expenses	\$ 40.000	2%
	total / max. \$ 2.000.000 excl. VAT		

iterative approach to design & build with a fixed budget

We consider the given budget of \$2m excl. VAT to be a task-based budget. This means that Tinker guarantees that design and realization will not exceed this set budget, unless the scope of the assignment changes. The costs for the design phases are fixed according to standard amounts and comparable percentages in the market. The costs for realization are calculated according to a design-to-budget principle.

Tinker proposes the ID&B process in which design and budget go hand in hand. Here, ID&B also saves time and money since everyone is involved from the start and committed to the desired outcomes, which makes it very effective. By involving everyone, we can jointly monitor the frameworks and make use of each other's expertise to work towards a design that fits within the set budget. Budget becomes a shared responsibility. Tinker communicates a transparent budget structure that is shared with the client at the end of each phase. The costs of the various components are visible. Client and Tinker are thus able to make timely adjustments to the process when necessary.

The way this works financially is by always keeping the set budget in mind, decreasing the margins with every phase. The diagram on the right shows that the calculations for each phase are becoming increasingly accurate as the process progresses. Starting with estimations (during Concept Design stage) with a +/- 15% margin of error to calculations (during Developed Design stage) with +/- 10% margin of error and even less margin of error (+/- 5%) when handling orders during the Final Design stage. Resulting in a production phase wherein the only margin that is left are the set contingencies that were anticipated. This approach avoids unpleasant surprises that often arise when inviting suppliers to tender based on fixed design expectations.

CONCEPT DEVELOPMENT	CONCEPT DESIGN	DEVELOPED DESIGN	FINAL DESIGN	PRODUCTION
WISH LIST WOW	ITEM A €€ ITEM B €€ ITEM C €€ ITEM D €€ ITEM E €€ ITEM F €€	ITEM A1 €€ ITEM B1 €€ ITEM C1 €€ ITEM D1 €€ ITEM E1 €€ ITEM F1 €€	ITEM A2 €€ ITEM B2 €€ ITEM C2 €€ ITEM D2 €€ ITEM E2 €€ ITEM F2 €€	ITEM A3 €€ ITEM B3 €€ ITEM C3 €€ ITEM D3 €€ ITEM E3 €€ ITEM F3 €€
DEMARCATION				
WISH LIST BUILDING	ITEM U €€ ITEM V €€ ITEM W €€ ITEM X €€ ITEM Y €€ ITEM Z €€	ITEM U1 €€ ITEM V1 €€ ITEM W1 €€ ITEM X1 €€ ITEM Y1 €€ ITEM Z1 €€	ITEM U2 €€ ITEM V2 €€ ITEM W2 €€ ITEM X2 €€ ITEM Y2 €€ ITEM Z2 €€	ITEM U3 €€ ITEM V3 €€ ITEM W3 €€ ITEM X3 €€ ITEM Y3 €€ ITEM Z3 €€
±				
€€€	= €€€	= €€€	= €€€	= €€€
BUDGET	ESTIMATION (+/- 15%)	CALCULATION (+/- 10%)	ORDERS (+/- 5%)	CONTINGENCIES (+/- 0%)

i) project timeline ●

planning and deliverables

design phases					delivery phases			
concept design		developed design		final design	pre-production	exhibit component production	exhibit installation & testing	aftercare
5 months Feb. '25 - Jun. '25		5 months Jul. '25 - Nov. '25		5 months Dec. '25 - April. '26	3 months May. '26 - Jul. '26	5 months Aug. '26 - Dec. '26	3 months Jan. '27 - Mrch. '27	2 months Apr. '27 - May '27
content	concept development	- storylines - visitor journey - visitor proposition	- storylines - content schedule & themes - selection media	- final selection artwork - storyboards, scenarios - content schedule	- production briefings - scripts & storyboards - filming & recording	- graphic productions - AV productions - post-production	art direction on location	- project close - handover production files
design	- concept presentation - design principles	- floor plan & layouts - routing - visitor flow - sketches - visualisations	2D, 3D & AV, multi media design - proposal for materialisation - preliminary selection artwork - lighting design	2D, 3D & AV, multi media design - final materialization - technical design info, for subcontractors - lighting design	- check workshop and construction drawings - coordination meetings - with contractors - art direction	art direction	art direction on location	handover manual
production management		- building parameters - align with building development	selection contractors	- consultation contractors - samples, mock-ups & prototyping - technical design and specifications	- production set works in workshop - site mobilisation - production briefings	- production decor - installation (built in) hardware - programming software	installation on location	- exhibition open to the public - handover & aftercare
process management		- project team coordination - planning - budgeting	- project team coordination - design & build - planning, budget - test design and technical possibilities vs budget	- project meetings design & build - detailed production planning - detailed budgeting	- project meetings design & build - contractor supervision	- project meetings design & build - contractor supervision (on site) - planning & budget	final completion	warranties and project close

j) payment terms & conditions ●

payment proposal

As Tinker is used to work with a plethora of different clients, we are used to adjust payment schemes to our clients customs. For NMMOG we propose the following, and this can be fine-tuned to the Museum's way of operating:

90% of the project fee will be divided across both phases (Design- and Production-phases) and billed according to the stages within these phases. Each stage will start with a 20% upfront payment and end with the invoicing of the remaining 80% of the designated fee for that stage, upon successful completion and delivery of that stage. 10% of the project fee will be invoiced after project delivery.

Work hours spent on the project will be shared and discussed with the designated project manager at NMMOG monthly, making sure excess requirements are anticipated and if possible, controlled within the budget. We want to avoid surprises and have regular check-ins with NMMOG.

conditions

While Tinker Imagineers is a European-based creative agency, our general terms are fully applicable to projects based in the United States. We recognize that working across borders requires clear understanding and adaptability, and as such, we ensure that our terms are structured to meet the specific needs of US-based clients. While our operations follow European standards, we tailor our approach to ensure alignment with the expectations and legal requirements of the US market. Our goal is to provide a seamless experience, ensuring successful outcomes regardless of location.

Our terms and conditions are published [online here](#).

creative proposal •

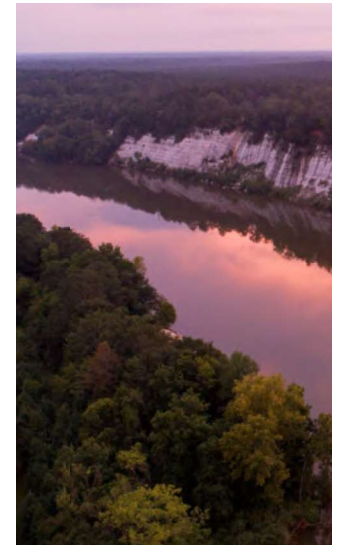
Your brief works really well for us, since we love to create immersive and interactive experiences based on spatial, visual and audiovisual elements. We like to call this the scenographic approach: blending the recreation of real life scenes with more interpreted elements seamlessly, leading to a beautiful and meaningful world at the same time. This allows visitors to explore the immersive environment while simultaneously learning from it. We prefer to use no screens or other artificial devices, or to integrate them in the set design, to stay in the delta atmosphere as much as possible. The multi sensory experience is brought to life through projections, lighting and audio.

The interactive part can be done with the same means. Instead of having clearly designed interactive exhibits, we like to see visitor participation as exploring the scenographic world. Many forms and layers of meaning are hidden, waiting to be discovered by active researchers.

Storytelling and the interactive experience have a 1st person character: we're in the exploration, not knowing what we find around the corner. This is why it has to be highly intuitive and sensory, activating the delta and the visitor. And since the main target group is highly interested in each other we like to make it social too, allowing for both personal exploration and group interaction.

On the next pages we outline some initial ideas and moodboards with look & feel. Please note that these really have to be seen as very rough sketches that need a lot of further development. We are well aware that in many cases they do not refer to the correct nature of your project.

Finally, we've added some cases studies from similar projects we have done, serving as proof of concept for the use of specific technology.



The experience starts with an introduction to the Mobile Tensaw Delta. This provides a dynamic overview of this vast wetland area, highlighting key aspects and crucial connections. It provides people with everything they need to know before exploring the delta itself.

We think that a large animated 3D model of the delta is a great way of showing what makes it special. Visitors can walk around the model while it changes with the seasons and the tides.

Case: The Danish Centre for Coastal Nature. This centre is of a very similar nature and highly based on (real time) data. We developed a similar concept together with Moonraker. This shows the many possibilities of bringing data to life.



the lens: our researcher's tool

The next step is for visitors to identify as a certain type of researcher. We propose to provide them with a tool to do this: the lens. Regardless of the nature of your role, a lens helps you to focus and reveal things that otherwise remain hidden.. It is the ultimate exploration tool—interactive, multifunctional, and engaging.

Equipped with a connected earphone, the lens delivers storytelling in your preferred language, ensuring clarity while keeping visitors open to social interaction. This also reduces the amount of text to a minimum, making for a more natural exploration. Meanwhile, spatial soundscapes create an atmospheric experience.

RFID technology makes it a personal tool and allows you to discover many things during your exploration. The lens helps you to find the triggers and activate hidden layers in the scenographic environment. In some cases, small items will come to life within the lens itself, in others the lens is the stone in the pond, activating audiovisual stories around it.

We could also develop this concept to work as a control tool, directing interactive content. This would require special technology, which makes the interaction richer in diversity, but also requires more attention to keep the scenography intact.

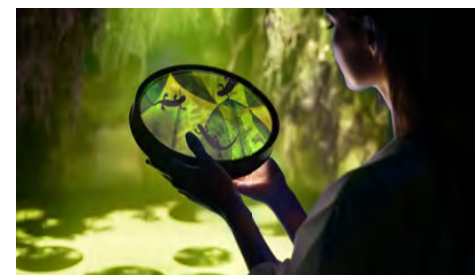
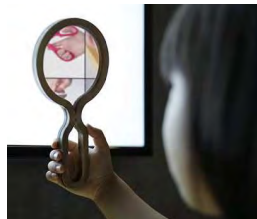
Finally, lenses of different visitors could be joined together, combining insights from different disciplines to generate even more overarching discoveries. Thus, social collaboration leads to more fun and more storytelling.

case from a creative partner: the ecosystem viewer

This is an interactive application that has been developed by Gagarin for the Icelandic Museum of Natural History, with technology from Interactive Scape.



it all starts
with a simple,
yet elegant
tool



this allows you
to find clues
and unlock
secrets



or reveal
hidden
layers of
content

zoom in to
discover details



connect and share insights together

The scenography consists of large photographic images, combined with physical elements, printed glass, lighting and other features.

Projections add more life to the environment, and reveals hidden layers of content that are triggered through interactive engagement.

This interactivity is done by the use of the researcher's lens and through more elaborate exhibits integrated within the scenery.

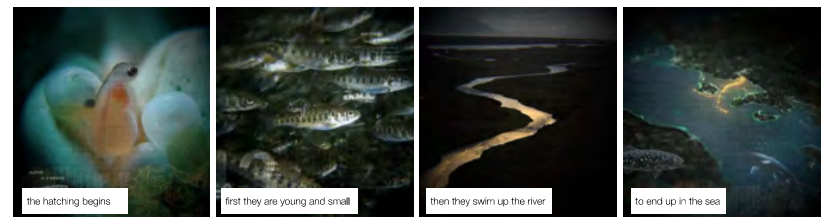
references:

Airborne experience, BBC Earth Experience, Tirpitz, Assens.

find hidden species



the lens can be used to discover and activate:
follow the life cycle of a migrating fish species



the lens allows
you to research
what happens
beneath the
surface:
find out how
water conditions
affect the whole
ecosystem



Interactive exhibits are integrated into the scenography to create a convincing and realistic scenery.

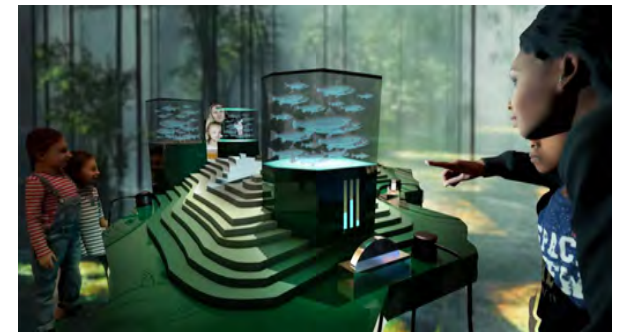
To represent the Mobile Tensaw Delta we could design distinct sections or choose to gradually blend them into another, capturing the dynamic and evolving nature of the landscape.

the scenography changes in atmosphere and techniques used.

the lens
shows
plants
growing



pepper's ghost
is used to show
changes in the
fish population
over time



Case: BBC Earth Experience

This experience features some interactive zones, including Water Life, where visitors can direct schools of fish through Kinect technology.



a surprising view under the surface

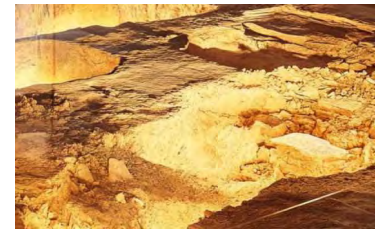
The lens can also be used to explore the wetland's surface, revealing the dynamic rhythms of the tides. The tides change the landscape and the research, hiding or revealing discoveries.

Archeological findings emerge from the mud, ranging from small fragments to whole shipwrecks. Use the lens to scan the delta and gather a in before the tide comes up again.

discover remarkable things
swallowed by the delta



the ground beneath your
feet changes with the tide

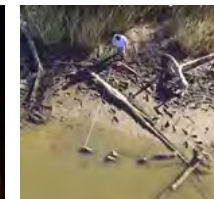


Case: DOM Under

In this archeological site we developed interactive torchlights that allow people to explore the site, discover objects and activate audiovisuals, while listening to corresponding stories.



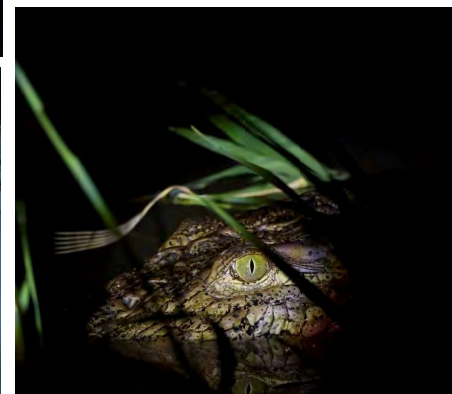
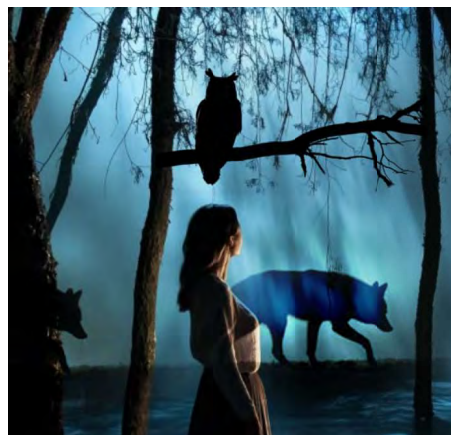
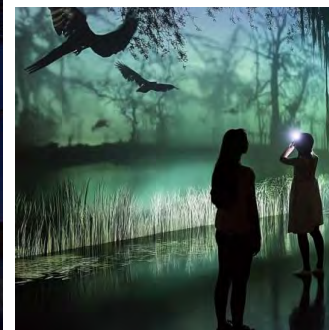
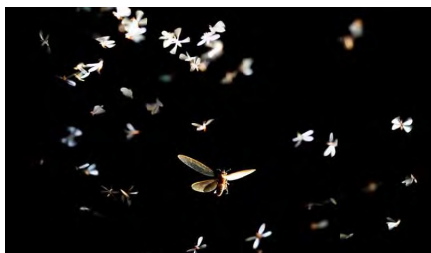
explore the Clotilda



The atmosphere evolves naturally throughout your visit, mirroring the rhythm of the day, the weather, or the changing seasons. This dynamic transformation is achieved through the use of adaptive lighting and immersive audio soundscapes, controlled by a show control system.

A highlight of the experience is the nighttime setting, which unveils species and phenomena hidden from view during daylight hours. This moment offers a deeper, more immersive connection, adding a unique layer of discovery to your exploration.

can you spot the nocturnal species before the dawn?



the atmosphere changes from day to night

Last stop: the Field Lab. We like to incorporate the existing structure in the natural environment and maintain its character. The new content could either be placed on one or more tables, or be more integrated in the interior. Visitor capacity, especially for groups is a key aspect here.

In the Field Lab, all research literally comes together. Findings from the different research fields are collected and combined, revealing final overall impressions and conclusions. These can be translated into a nice souvenir that can be taken home or shared on socials. Together with links to engage even more with the Delta.

Case: Stevns Klint

Move the transparent cubes with fossils around the ocean floor to match them with the corresponding extinct species. Interactive Scape technology allows groups of people to interact with physical tools.



01/17/25 - The National Maritime Museum of the Gulf of Mexico - proposal Tinker imagineers

the Field Lab in the Mobile Tensaw Delta



a rustic character combined with innovative research



study your
collected findings



thank you •

tinker imagineers.

tinker imagineers.

[illegible]Page 1 of 2



EXHIBIT C RESPONSIBILITY MATRIX

Project Responsibility Matrix

The National Maritime Museum of the Gulf of Mexico

Project: Delta Mosaic, A Confluence of Life
25 03 24

tinker imagineers.

EXHIBITION PROJECT		exhibition budget	other budgets
1 - CONCEPT			
1.01 synopsis	NMMOG & Tinker	x	
1.02 visitor flow exhibition	Tinker	x	
1.03 visitor experience	Tinker	x	
1.04 visitor journey	Tinker	x	
2 - STORYTELLING			
2.01 content sourcing (text, image, video)	NMMOG		x
2.02 copyrights, image usage rights & portrait rights, licensing	NMMOG		x
2.03 collection/ artifacts sourcing	NMMOG		x
2.04 collections management and handling	NMMOG		x
2.05 collection selection	NMMOG & Tinker	x	
2.06 content management	Tinker	x	
2.07 storying / content development	Tinker	x	
3 - EXPERIENCE DESIGN			
3.01 3D design	Tinker	x	
3.02 2D design	Tinker	x	
3.03 AV & MM design	Tinker	x	
3.04 sound design	Tinker	x	
3.05 lighting design	Tinker	x	
3.06 creative technology proposal	Tinker	x	
4 - PROJECT MANAGEMENT			
4.01 design & production planning	Tinker	x	
4.02 process and production management & art direction	Tinker	x	
4.03 breakdown, cost calculations and budget management	Tinker	x	
4.04 contracts with external production partners (with NMMOG's prior approval)	Tinker	x	
5 - PRODUCTION & DELIVERY			
5.01 copywriting and text direction	Tinker	x	
5.02 translation (spanish)	NMMOG or Tinker tbd	x	
5.03 scripts, storyboards and briefs AV	Tinker	x	
5.04 scripts and briefs (interactive) media	Tinker	x	
5.05 art work (DTP) graphics	Tinker	x	
5.06 AV production	Tinker	x	
5.07 (interactive) media production	Tinker	x	
5.08 sound production	Tinker	x	
5.09 print productions	Tinker	x	
5.10 light fixtures for scenographic lighting and implementation lighting design (exhibition related)	Tinker	x	
5.11 application wallpaper and/or paint works	Tinker	x	
5.12 production & delivery of network and exhibition furniture	Tinker	x	
5.13 props (foliage, etc)	Tinker	x	
5.14 production & delivery of showcases / furniture for collection	Tinker	x	
5.15 delivery, repair or renovation collection (incl handling and transport)	NMMOG		x
5.16 mounts & mounting collection	NMMOG		x
5.17 delivery and installation of hardware, software & showcontrol	Tinker	x	
5.18 granting online access for updates and maintenance	NMMOG		x
5.19 technical mock ups & testing before and during installation	Tinker	x	
5.20 testing with target groups after installation and before opening	NMMOG		x
5.21 sourcing service providers for service level agreements with NMMOG	Tinker & NMMOG	x	
5.22 negotiating, contracting and executing service level agreement(s) (SLA)	NMMOG		x
BUILDING PROJECT			
6 - BUILDING & INFRASTRUCTURE			
6.01 provide all building related information and documents/drawings	NMMOG		x
6.02 provide specific requirements of building in terms of maximum load and suspension	NMMOG		x
6.03 deliver an accessible exhibition space at the start of construction (clean and dust-free)	NMMOG		x
6.04 provide a room where workers can have lunch with working sanitary facilities	NMMOG		x
6.05 architectural modification	NMMOG		x
6.06 modification of partition walls	Tinker & NMMOG		x
6.07 exhibition space made move-in-ready for installation	NMMOG		x
6.08 appropriately regulated technical space adjacent to exhibition space	NMMOG		x
6.09 basic electrical & data installations	NMMOG		x
6.10 LAN and wifi-networks	NMMOG		x
6.11 added 19"-rack in technical space adjacent to exhibition space (if needed)	Tinker	x	
6.12 primary cable ducts	NMMOG		x
6.13 added ducts in exhibition space (if needed)	Tinker	x	
6.14 overall museum showcontrol	NMMOG		x
6.15 exhibition show control	Tinker	x	
6.16 integrating exhibition into museum's overall showcontrol	NMMOG		x
6.17 emergency, security & alarm systems	NMMOG		x
6.18 climate control system (ventilation, cooling and heating)	NMMOG		x
6.19 basic lighting	NMMOG		x
6.20 all possible insurance-related research, acquisition and contracting	NMMOG		x
6.21 compliance with local, regional and national regulations (security, health & safety, etc.)	NMMOG		x
OTHER RELATED ITEMS			
7 - COMMUNICATION			
7.01 visual identity of exhibition	Tinker	x	
7.02 production of marketing materials based on exhibition's visual identity	NMMOG		x
7.03 signage & wayfinding in museum & towards exhibition	NMMOG		x
7.04 production and delivery of signage & wayfinding within exhibition	Tinker	x	

EXHIBIT D INITIAL LIST OF DELIVERABLES



planning and deliverables

27

	design phases				delivery phases			
	concept design	developed design	final design		pre-production	exhibit component production	exhibit installation & testing	aftercare
	3 months Feb. '25 - Jun. '25	3 months Jul. '25 - Nov. '25	3 months Dec. '25 - April '26		3 months May '26 - Jul. '26	3 months Aug. '26 - Oct. '26	3 months Jan. '27 - March '27	2 months Apr. '27 - May '27
capital	• concept development	• storyline • data matrix • exhibit organization	• storyline • layout schedule & format • production needs	• final production artwork • standards compliance • content schedule	• production findings • setup & standards • testing & monitoring	• graphic production • all production • post production	• all decision on location	• post show • hardware production flow
design	• concept presentation design • exhibit	• storyboard & details • layout • data flow • assembly • installation	• 2D, 3D & 4D multi-media design • proposal for installation • preliminary production artwork • lighting design	• 2D, 3D & 4D multi-media design • final presentation • technical drawings for fabrication • lighting design	• stock materials and construction drawings • construction changes • all production	• all decision	• all decision on location	• hardware layout
production management		• building purchased • sign with building development	• selection construction	• construction contracts • complex mock-ups & prototyping • technical design and production	• production and artwork workshop • all production • production findings	• production stock • production (BOM & hardware) • programming software	• production on location	• installation costs • the DMR • hardware & software
process management		• project team coordination • planning • budgeting	• project team coordination • design & build • final design and technical presentation re budget	• project meeting design & build • location production planning • detailed budgeting	• project meeting design & build • construction supervision	• project meeting design & build • construction supervision on site • planning & budget	• final completion	• hardware and project flow

01/17/25 The National Maritime Museum of the Gulf of Mexico proposal Tinker Imagineers

EXHIBIT E FEE AND PAYMENT SCHEDULE

payment schedule			Total \$ (excl. VAT)	Percentage	Amount due:
concept design	march.-jun.'25	4 mnths	\$ 200.000	10%	Apr/25
developed design	jul.-sept.'25	3 mnths	\$ 200.000	10%	Jul/25
final design	oct.'25-jan.'26	4 mnths	\$ 200.000	10%	Oct/25
pre-production	feb.-april.'26	3 mnths	\$ 600.000	30%	Feb/26
production	may.-dec.'26	8 mnths	\$ 600.000	30%	May/26
installation & testing	jan.-mrch.'27	3 mnths	\$ 100.000	5%	Jan/27
aftercare	apr.-may'27	2 mnths	\$ 100.000	5%	Apr/27
			\$ 2.000.000	100%	

EXHIBIT F CITY INSURANCE REQUIRED, Professional Service Contracts

For the term of this Agreement, the Contractor shall acquire and maintain in full force and effect professional liability insurance issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall name the City of Mobile as an additional insured, and shall attach to this contract, as proof thereof, a certificate of said insurance.

A. The following are minimum coverage amounts:

1. Professional Liability Insurance: Professional Liability Insurance including design with of not less than \$1,000,000 per claim.
2. Comprehensive General Liability Insurance:
 - a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by ENGINEER.
 - b. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.
 - c. General Aggregate Limit shall apply on a "Per Project" Basis.
4. Automobile Liability Insurance: Will not be required for this project.
5. Excess/Umbrella Liability Insurance
 - a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
 - b. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.
6. Workers' Compensation Insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

B. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE: The policy endorsements listed below are required and must be selected on the coverage limits, listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance, or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

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



CERTIFICATE OF LIABILITY INSURANCE

8/20/2026

DATE (MM/DD/YYYY)

8/25/2025

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 Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME:	
	PHONE (A/C, No, Ext): FAX (A/C, No):	
INSURED 1564478 TINKER IMAGINEERS, LLC 2 N JACKSON ST STE 6 MONTGOMERY AL 36104	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Property and Casualty Ins Co of Hartford	34690
	INSURER B : Hartford Fire Insurance Company	19682
	INSURER C :	
	INSURER D :	
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 22324911 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	Y	37SBMBU7PCN	8/20/2025	8/20/2026	EACH OCCURRENCE \$ \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ \$1,000,000 MED EXP (Any one person) \$ \$10,000 PERSONAL & ADV INJURY \$ \$1,000,000 GENERAL AGGREGATE \$ \$2,000,000 PRODUCTS - COMP/OP AGG \$ \$2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	37SBMBU7PCN	8/20/2025	8/20/2026	COMBINED SINGLE LIMIT (Ea accident) \$ \$1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000	Y	Y	37SBMBU7PCN	8/20/2025	8/20/2026	EACH OCCURRENCE \$ \$1,000,000 AGGREGATE \$ \$1,000,000 \$ XXXXXXXX
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	37WECBU7UH8	8/20/2025	8/20/2026	PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$ \$1,000,000 E.L. DISEASE - POLICY LIMIT \$ \$1,000,000
A	☒ PROFESSIONAL E&O	N	N	37SBMBU7PCN	8/20/2025	8/20/2026	AGGREGATE LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Mobile IS ADDITIONAL INSURED ON GENERAL LIABILITY, AUTOMOBILE LIABILITY, AND UMBRELLA ON A PRIMARY, NON-CONTRIBUTORY BASIS, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSURED APPLIES ON GENERAL LIABILITY, AUTOMOBILE LIABILITY, AND UMBRELLA IF REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY LAW. COVERAGE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY. FOR CANCELLATION FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM, THE INSURER(S) WILL SEND 30 DAYS NOTICE OF CANCELLATION TO THE CERTIFICATE HOLDER.

CERTIFICATE HOLDER 22324911 City of Mobile PO Box 1827 Mobile AL 36633	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
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Business Entity Records

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Tinker Imagineers, LLC			
Entity ID Number	001-181-441		
Legal Name in Place of Origin	Tinker Imagineers B.V.		
Entity Type	Foreign Limited Liability Company		
Principal Address	Hamburgerstraat 23 3512NP Utrecht, OC		
Principal Mailing Address	Hamburgerstraat 23 3512NP Utrecht, OC		
Status	Exists		
Place of Formation	Netherlands		
Formation Date	05/31/2001		
Qualify Date	03/19/2025		
Registered Agent Name	Vcorp Agent Services, Inc.		
Registered Office Street Address	2 North Jackson Street, Suite 605 Montgomery, AL 36104		
Registered Office Mailing Address	2 North Jackson Street, Suite 605 Montgomery, AL 36104		
Nature of Business			
Doing Business in AL Since	03/18/2025		
Transactions			
Transaction Date	04/07/2025		
Articles Of Corrections	CORRECTION FILED		
Transaction Date	04/07/2025		
Principal Mailing Address Changed From	Hamburgerstraat 23 3512NP Utrecht,		
Transaction Date	04/07/2025		
Principal Office Changed From	Hamburgerstraat 23 3512NP Utrecht,		
Scanned Documents			
Purchase Document Copies			
Document Date / Type / Pages	03/19/2025	Certificate of Formation	3 pgs.
Document Date / Type / Pages	04/07/2025	Articles of Correction	2 pgs.

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NATIONAL MARITIME MUSEUM
OF THE
GULF OF MEXICO



Request for Proposals (RFP) for Exhibit Design & Installation

Delta Mosaic. A Confluence of Life

Solicited by
The National Maritime Museum of the Gulf of Mexico

11/22/2024

The National Maritime Museum of the Gulf of Mexico (NMMOG), an operating component of the City of Mobile, Alabama, is requesting written proposals for the design and installation of a new immersive exhibit experience. Interested design teams are strongly encouraged to submit proposals for this fully-funded project in one of America's most dynamic experiential waterfront museums. Written competitive proposals are due by January 17, 2025, with full design by the selected team to be complete by April 2026 and a fully operational exhibit by April 2027.

Mission Statement

The National Maritime Museum of the Gulf of Mexico is a premier place of learning that inspires a lifelong love and respect for the Gulf of Mexico, its rich history and importance to the world.

1.0 Introduction

This RFP is for "Delta Mosaic. A Confluence of Life" an interactive, walk-through exhibit that will introduce guests to the Mobile Tensaw River Delta and help them understand the importance of its vast, unmatched biodiversity. Through a completely immersive environment and interactive technology, the exhibit will place guests in the heart of the Delta and allow them to join a research team studying there.

The Mobile Tensaw Delta, located near Mobile, Alabama, spans approximately 250,000 acres, making it one of the largest delta systems in the United States. This vast wetland is home to over 400 species of plants and a remarkable variety of wildlife. The Delta's intricate network of rivers, swamps, and marshes supports an impressive array of animal life, including more than 200 bird species, 50 species of mammals, and countless reptiles and amphibians.

The Delta's rich habitats provide critical breeding grounds for numerous fish species, including those vital for both commercial and recreational fishing. Its diverse ecosystems range from cypress swamps to tidal marshes, each contributing to the overall ecological health of the region.

The Mobile Tensaw Delta is not just a vital environmental resource; it also boasts a rich history. It's waters and banks have seen centuries of natural and human history. The region has been home to various Indigenous peoples, including the Muskogean tribes, who thrived on the area's abundant resources. European exploration of the area began in the 16th century, with the arrival of Spanish and French explorers, followed by the establishment of settlements in the 18th century.

The delta's strategic location made it significant for trade and transportation, especially during the 19th century when cotton and timber industries flourished. The delta also played a pivotal role during the Civil War.

This unique landscape serves as a natural sanctuary, attracting researchers, conservationists, and nature enthusiasts, all drawn by its stunning beauty and ecological and historical significance. The Delta is a treasured natural gem but even though its significance and beauty are undeniable, relatively few people visit it or even are aware that it exists.

2.0 Background and Exhibit Concept

The exhibition assumes that the visitor has little knowledge of the Delta and so may not be familiar with its location or the terminology used to describe and research it. An introductory area will provide a description of the Delta as well as a map of its boundaries. Once briefed, our guests will receive an RFID chipped card that will identify them as an Archeologist, Wildlife Biologist, Botanist or a Conservationist. As they step into the Delta, and wander its pathways, our researchers will encounter interactive displays that will allow deeper study of their areas of expertise.

Below is the breakdown of the exhibition's sections.

Section 1: Introduction to the Mobile Tensaw Delta

This preliminary area begins with a short introduction to the Delta. What is it? Why is it special? What makes it the perfect habitat for unmatched biodiversity? A display or panel will define basic vocabulary. Another display or interactive device will explain and assign each guest to be a specific type of researcher and thus assigning them a specific research project.

The research project: Guests will be assigned one of 4 different specialties. They will be an Archeologist, Wildlife Biologist, Botanist or a Conservationist. These specialties will be designated on the RFID card/pin/button.

Welcome to America's Amazon

Once guests have been properly briefed and given their research assignments, their journey through the Delta will begin. Our goal is to recreate the Delta with beautifully sculpted Giant Cypress Trees, Spanish Moss, Streams (not real water), Pine forests, marshes and authentic sounds. The entrance needs to be spectacular and will set the tone for the rest of the experience. As the guest travels through the next 4 areas of the exhibit, there will be an interactive in each. We will look to the Design Firm to suggest technologies that will best tell the stories in the specific areas.

Sections 2-5: While it is impossible to represent all the different environments that exist in the Delta, we want to incorporate representations of four of the major ones.

Section 2: Mesic Flood Plain

Floodplains stretch from the banks of a river channel to the base of the enclosing valley. The floodplain ecosystem is defined as the part of the river valley that is regularly flooded and dried. The soils usually consist of clays, silts, sands and gravels deposited during floods.

Section 3: Cypress-Gum Swamp

A swam is a forested wetland. Swamps are considered to be transition zones because both land and water play a role in creating this environment. Swamps in the Mobile Tensaw Delta tend to be full of Cypress and Tupelo trees.

Section 4: Brackish Water Marsh

A marsh is a wetland that is dominated by herbaceous plants rather than by woody plants such as trees. Marshlands flood seasonally therefore it provides habitat for many species of plants, animals and insects that have adapted to living in flooded conditions.

Section 5: Bottomland Rainforest

The Bottomland Hardwood Forest is a type of deciduous and evergreen hardwood forest found in broad lowland floodplains. These plains are occasionally flooded, which builds up the soils required for gum, oak and bald cypress trees that typically grow in this type of biome. The trees often develop unique characteristics to allow submergence, including cypress knees and fluted trunks.

Section 6: The Field Lab

Within the existing E.O. Wilson Field Lab structure, we will create new content that will allow each guest to understand the outcomes of their research. The lab will be the last stop on their journey through the Delta. It will also provide resources for guests to further research and help care for the Delta.

NMMOG's educational goals are as follows:

- People will learn what the Delta is and what makes it such a unique natural treasure.
- People will learn about current threats to the Delta and what is being done to prevent the Delta and its inhabitants from facing extinction.
- People will learn how they can help preserve this vital natural resource.

3.0 Target Audiences

NMMOG expects this exhibition to appeal to a general audience with special attention to school groups and families. Because of the interactivity and the environmental focus, it is hoped the exhibit will increase visitor traffic to the museum. We hope that the exhibition will strengthen our outreach to schools, tourists and environmental groups throughout the entire Gulf Coast Region.

NMMOG expects its Delta Experience to stand out from the competition, especially when it comes to the quality of interactive experiences and immersive design. Since this exhibit will be part of the museum's permanent collection, it is the desire of NMMOG that the digital components of the exhibit be completely updatable. New research is being done every day in the Delta and the exhibit must remain relevant.

4.0 Project Budget and Size

An estimated size for the exhibit is 2,600 square feet.

The budget for this project is \$2M.

The opening date is April 7, 2027.

5.0 Eligibility

This competition is open to exhibit designers with a strong portfolio of successful designs for museums, interactives & science centers.

6.0 Project Scope

The Exhibit Designer selected for this project will work as a partner with NMMOG, under the direction of the NMMOG designated project manager. This is intended to be a turn-key project with the Exhibit Designer selected being responsible for design, fabrication and installation with NMMOG's prior approval.

Completion of the design phase of the exhibit project is tentatively set for **April, 2026**, with fabrication/installation completion projected for **April 2027**.

Completion of design phase of exhibit to be worked out between NMMOG and Exhibit Designer, in line with the exhibit being completed and ready to be opened to the public on April 7, 2027.

Working with NMMOG and environmental scientists and scholars, the Design Firm will develop the exhibit in the following steps:

Design phase:

Stage 1: Conceptual: The Design firm will provide initial concept illustrations of all exhibition components to be designed or purchased and develop key area illustrations in full color for promotional purposes. The design firm will submit the illustrations for this stage to NMMOG for signoff and approval before moving on to Stage 2.

Stage 2: Design Development: In the next step to refine all designs, the Design Firm will interpret the general concepts of construction by creating initial light plot, show control, and power plans (mostly black and white illustrations/elevations with color swatches of various areas). Potential signage, text, and pictorial information layouts for each area will be generated. A simplistic animatic and script will be developed for the video and digital interactive production for the exhibit. The Design Firm will submit the requirements for this stage to NMMOG for signoff and approval before moving on to Stage 3.

Stage 3: Final Design: All areas and components will be finalized. The equipment needed will be sourced and documented. The Design Firm, or a third-party contractor (depending on capabilities of the selected Design Firm), will complete the light, show control, and power plans, as well as the design and function of all exhibition components. The script will be prepared for video production. The Design Firm will submit the requirements for this stage to NMMOG for signoff and approval before moving on to Stage 4.

Fabrication and Installation Phase:

Stage 4: Exhibit component fabrication: The Design Firm will be responsible for the production of all components in coordination with NMMOG in time for the scheduled opening of April 7, 2027. The Design Firm/Fabricator and NMMOG to develop inspection and sign off schedule for fabrication phase.

Stage 5: Exhibit component installation: The Design Firm will install all components in coordination with NMMOG in time for the scheduled opening of April 7, 2027.

The responsibilities of the designer for the design phase of the project are as follows:

- Review NMMOG's concept and goals for the exhibit and establish the full scope of the project.
- Evaluate the proposed schedule and budget as they apply to the scope of the project.
- Create a preliminary budget for design and development of the interactive and AV elements, based upon approved concept drawings. The budget will provide a line-item breakdown of expenses for design and AV production.
- Prepare a design and development schedule detailing the critical path, key milestones and deliverables for the entire project.
- Prepare plans and renderings that illustrate the key components of the exhibit, how these components are integrated with one another, and how the exhibit will be configured.
- Finalize a projected fabrication and installation package and contract external fabricators; the package will include pricing and timeline for work done in this phase.

7.0 Expectations

NMMOG expects the exhibit will:

- Generate increased attendance to NMMOG.
- Grow outreach and strengthen ties particularly to the Gulf Coast Region.
- Grow field trip business for NMMOG.
- Generate revenue through the production of Delta-specific product to be sold in the Museum Shop.

- Develop curriculum about the Delta suitable for use in schools and other educational institutions.

8.0 Client Responsibilities

As the client for the exhibit project, NMMOG will provide the following materials and/or services:

- A critical date schedule to be reviewed and agreed-upon by the project design team.
- Exhibit story and script.
- Photographic research and selections.
- Artifacts from the NMMOG collection and third-party lenders.
- Providing meeting space and coordinating meetings with project designer.

9.0 Submission Procedures

Interested firms or individuals should submit a proposal including the following elements (in this order):

Content

- a) One-page cover letter including a statement of your interest in this project and relevant qualifications and experience to fulfill the RFP requirements.
- b) A summary of recent design projects and how they relate to this design task.
- c) A list of at least three client references from recent projects (name, phone, email).
- d) A list of personnel and brief professional overview of those who would be *directly involved* in this project.
- e) Assessment of the firm or individual's current workload and ability to devote necessary time & attention on this project.
- f) Your approach to the design process, including how you will develop exhibit ideas and structure for the best experience and appeal.
- g) Your approach to the build process, including materials and use of technology
- h) A breakdown budget estimate covering:
 - Planning, design, fabrication, and installation inclusive of interactives and AV experiences.
- i) A draft project timeline based on the critical date schedule.
- j) Payment terms & conditions.

Format

We prefer your proposal to be sent as an electronic file in pdf format; however, hard copies are acceptable.

- 1) For hard copies, one signed original and three complete copies of the proposal should be sealed in one package and labeled NMMOG Delta Experience RFP. The package should be addressed to Karen Poth (see below). Standard, 8.5X11 pages only.
- 2) For electronic files, subject line should say NMMOG Delta Project RFP Submission. We will only accept pdf format attachments. Electronic submissions should be addressed to karen.poth@cityofmobile.org

All proposals will become property of the NMMOG. Proposals must be submitted via email, USPS or in person by **January 17, 2025 at 5:00 p.m.**

10.0 Evaluation Criteria

NMMOG's management team, selected staff members as well as the City of Mobile's procurement department will review and evaluate all proposals. Their evaluation will be based on the strength and creativity of the ideas, and the perceived ability of the firm or individual to implement the project on budget and on time. The winning proposal will demonstrate a clear "feel" for the goals and objectives of the exhibit. NMMOG reserves the right to conduct additional inquiries and interviews in its sole discretion, and to accept or reject any or all submissions. The selected firm will be required to enter into a contract with the City of Mobile, and to obtain all required permits and licenses to perform services under the contract.

11.0 Tentative Schedule

Call for proposals	November 22, 2024
Inquiry Deadline	December 13, 2024
Response to Inquiries	December 20, 2024
Deadline for submissions	January 17, 2025
Interviews	January 17 – January 24, 2025
Contract award	February 7, 2025

12.0 Contact information

Interested firms may express interest regarding this RFP, and receive notice of any updates or addenda to this RFP, or submit questions about the project or proposal requirements by December 13, 2024 to:

Karen Poth
National Maritime Museum of the Gulf of Mexico
501 Water Street
Mobile, AL
Tel: (251) 348-6956
Email: karen.poth@cityofmobile.org

This RFP, and any follow-up addenda, are posted at www.CityofMobile.org/Bids. Answers to questions received will be posted December 20, 2024. More information about NMMOG is available at <https://www.nmmog.org/>



NATIONAL MARITIME MUSEUM
OF THE
GULF OF MEXICO



Addendum 1

Request for Proposals (RFP) for Exhibit Design & Installation

Delta Mosaic. A Confluence of Life

Solicited by
The National Maritime Museum of the Gulf of Mexico

12/20/2024

The National Maritime Museum of the Gulf of Mexico (NMMOG), an operating component of the City of Mobile, Alabama (City), is requesting written proposals for the design and installation of a new immersive exhibit experience. Interested design teams are strongly encouraged to submit proposals for this fully-funded project in one of America's most dynamic experiential waterfront museums.

We are providing this Addendum 1 to respond to questions received regarding the original RFP.

The due date for written competitive proposals remains **January 17, 2025**, with full design by the selected team to be complete by April 2026 and a fully operational exhibit by April 2027.

The full contents of the original Request for Proposals (RFP), and any subsequent Addenda to this RFP may be found on the City Bid page at <https://www.cityofmobile.org/bids>.

A. **QUESTIONS AND ANSWERS**: The following questions were received and the City determined that an answer to all potential proposers was merited. Where proposers remain unclear or uncertain of the NMMOG/City requirements, proposers are to make an independent interpretation, and clarify their interpretation or assumption in the proposal. All timely submitted RFPs will be fully considered and scored.

1. Clarify the format for proposals.

Answer: We prefer your proposals to be send as an electronic file in PDF format however, hard copies are acceptable. For hard copies one signed original and three complete copies of the proposal should be sealed in one package and labeled NMMOG Delta Experience RFP. Standard 8.5 x 11 pages only. For electronic files

subject line should say "NMMOG Delta Project RFP Submission". We will only accept PDF format but sizes may vary within reason and taking file size into consideration.

All proposals should be addressed to Karen Poth. Karen.poth@cityofmobile.org , National Maritime Museum of the Gulf of Mexico, 155 South Water Street, Mobile, AL 36602.

All submissions should be received by 5 pm (CST), January 17, 2025

2. Are you working with an architect or Owner's Representative on the project?

Answer: The exhibit will be installed into an existing space in the museum. We do not believe there will be necessary structural changes therefore we do not anticipate needing to hire an architect or general contracting firm.

3. Section 2.0 of the RFP references a visitor experience with an RFID chip.

Answer: We are open to alternative visitor personalization/engagement solutions. We do not have a tech firm in mind for this function. Once a Creative/Design firm is secured, we will look to them to develop the best way to engage our audience and tell our story.

4. Are you evaluating proposals based on cost/fee, or are you looking for firms to propose a total breakdown of soft costs and hard costs that total your \$2M budget?

Answer: We are looking for a firm that will propose a breakdown that would total the \$2M budget. The reality is that we are looking for a firm who has the most creative/best way to tell the story we want to tell within a realistic \$2M budget.

5. Will the design firm be responsible for image licensing/acquisition?

Answer: There is a separate budget for this. Obviously, photo/image curation will be a hand in hand process with the design firm.

6. Renovation/build-out of the gallery space.

Answer: All build-out of the gallery space is included in the \$2M budget. Demolition will be handled by NMMOG.

7. What permits and licenses are required?

Answer: All firms will be required to obtain a city business license and register with the Alabama Secretary of State to do business with the state of Alabama.

Paperwork for both will be provided. The successful awardee will be responsible for identifying and obtaining any other licenses that may be required.

8. Will bonding be required?

Answer: At this point the City does not intend to require bonding, but retains the discretion to ask for performance and labor/materials bonding during contract development. No bid bond is required for submission of a proposal. Do not factor bond costs into your proposal cost estimate.

9. Is the City of Mobile tax exempt and if so, will the bidders receive a copy of the tax-exempt certificate for filing?

Answer: Yes, the City is exempt from Alabama state and local sales taxes. Municipal government entities are sales-tax-exempt by law and are not provided sale-tax-exemption certificates by the State. The contractor is responsible for compliance with tax reporting requirements, and may be required to complete form ST-EXC-01.

10. Request photos and floor plans for the gallery space:

Answer: A floor plan and photo is attached to this document (Exhibits A and B). The Yellow highlighted space indicates the gallery space. The hexagon space at the center of the space is the field lab that will be remaining. For more information on the field lab visit our website: <https://nmmog.org/e-o-wilsons-field-lab/> The touch table that is at the center of the current field lab will get new content that goes with the new exhibit.

11. Please clarify the level of conceptual development you are seeking in our proposal.

Answer: For the proposal we are looking for a very high-level interpretation and thoughts about the most effective and affordable way to use technologies and interactives to best tell the story. These descriptions can come in the form of very rough sketches, a few simple paragraphs or examples of other relevant work you have done.

12. The project budget is \$2M. Are all funds already secured or is additional fundraising required?

Answer: All funds are secured by a GOMESA Grant. No further fundraising is anticipated.

13.The RFP mentions an immersive environment. Based on your description, this seems to involve set and scenic elements. Do you anticipate the use of large-scale projections to enhance the immersive experience?

Answer: We are completely open to the great suggestions of the design firm. Large-scale projections, LED technology, sculpted trees and scenic elements... We have ruled nothing out. We would prefer not to rely completely on guests' personal devices for the experience.

14. Will NMMOG be providing a writer for the exhibit content or should bidders include writing in our scope?

Answer: Writing should be included in the proposal scope. NMMOG will be employing an advisory committee from conservation organizations, universities and research labs across the Gulf Coast Region. All research and content will be handed over to the design firm. The writer will be expected only to interpret the information into text that will work within the exhibit formats that are chosen.

15.Who at NMMOG will be the design firm's primary point of contact?

Answer: We will have an inhouse project manager.

16. NMMOG expects the exhibit to generate revenue through the production of a Delta-specific product line. Is it the responsibility of the design firm to propose or design?

Answer: No. The museum will design and source that product inhouse using artwork/design elements from the exhibit.

17.Is there a desire for the exhibit design to include live animals such as fish species one might find in the Delta region?

Answer: No. We will work with partner institutions such as the Dauphin Island Aquarium. We do not have the staff to care for live animals.

18.Does the \$2M include AV hardware, AV integration, architectural modification or acquisition of image usage rights in addition to design, fabrication and installation?

Answer: The \$2M does include AV hardware and AV integration. It does not include acquisition of image usage rights. We do not believe architectural modification will be necessary. If your proposal includes structural modifications, then this should be included.

19.What are the age groups for this exhibit?

Answer: We would like to speak to about a 7 – 9th grade level. Our field trip business focusses mainly between 5th and 9th grade. The rest of our attendance is adult guests with their smaller children.

20.Expected time for the entire experience?

Answer: 20 – 30 minutes.

21.How many guests are you hoping to accommodate at a given time?

Answer: 35 – 45. Regardless of school group size (30 -300) we break them up into tour groups of 35 – 45 during their stay here at the museum. We have 8 decks of exhibits here at the museum, this deck should not be required to accommodate more than 40 – 50 at any given time.

22.With this be a ticketed experience?

Answer: No

23. Will groups be able to immediately replay as another profession?

Answer: Yes

24.Is it ok to pitch ideas using guest cell phones?

Answer: While we will not rule it out completely, the goal of our museum is to get kid's away from their phones. Our museum sits on the banks of the Mobile River. There are large container ships and tugboats passing by our windows all day. The museum was created to be hands-on and experiential. We want this exhibit to be the same.

25.Given a slider of 1 for play and 10 for educate, where do we see this exhibit landing?

Answer: 5 – we want to educate but the exhibit must have that "wow" that makes people engage.

26.Given a slider of 1 for solo play and 10 for group play, where do we see this exhibit landing?

Answer: 7

27. Given a slider of 1 for stylized and 10 for photo realism, where do we see this exhibit landing?

Answer: 8 – We want people to feel like they have been to the Delta.

28. Ratio of digital verses physical?

Answer: We are completely open. There are so many ways to accomplish getting people excited about the Delta and turning them into stewards of this invaluable natural resource. What are your ideas?

29. What languages should the exhibit accommodate?

Answer: English and Spanish

30. In terms of networking and security, will there be any issue of using a CMS that is located online for easier accessibility?

Answer: All off-site CMS solutions will have to be approved by the City's IT department. We won't rule it out, but it will be more difficult to get it approved. Currently we have arrangement with NOAA and others for CMS solutions that are housed here on site but they have access for updates and maintenance. That would be our preferred situation.

31. Does the museum wish to collect guest emails for marketing or have an email takeaway of their experience?

Answer: Certainly – so long as it is natural and doesn't take away from the experience in any way.

32. Does the museum have any sort of character?

Answer: We do not.

33. Is there any preference given for minority or woman-owned businesses? For local, and or in state firms?

Answer: The selection for this RFP will be based on creativity, past work accomplishments and capabilities. However, as a city museum, there are stipulations for any hiring entity to make preferences for disadvantaged business enterprises when selecting subcontractors. Please highlight any significant

subcontractors that you intend to use. If they are a disadvantaged business enterprise, please indicate that as well.

34. Will the selected firm/team contract directly with NMMOG or with the City of Mobile?

Answer: The contract will be with the City of Mobile. The contract will be overseen by NMMOG.

35. Is the provided schedule fixed? Can you elaborate as to any kick-off or press release plans, or any other key milestones that would happen within the timeframe or immediately after opening?

Answer: The schedule is being driven by the requirements of the grant. All work should be completed by the scheduled opening date. While it is not impossible to ask for an extension, we would prefer to stick to the dates that have been given. No marketing plans have been established however we will most certainly have a press party and VIP opening event. We will also have marketing support from the City of Mobile, Visit Mobile Tourism agency, local universities and our Board of Directors.

36. Customary approval timeframes?

Answer: We have a small staff and advisory board of local experts and researchers. All creative approvals should be given within one week of submission.

37. Can you give an example of the research scenarios you envision guests undertaking?

*Answer: Again, we are keenly interested in the creative firm's thoughts on the best way to use technology and hands on experiences to tell our story. To give a possible example that is NOT necessarily being requested:
A guest could come upon a digital dig interactive. If you are an archeologist, the dig will reveal information about the Bottle Creek Indian Mounds or evidence of the last slave ship. The Botanist may discover a fossilized plant, The biologist may discover a species that no longer exists...*

38. Is there a separate budget for any GC work, new flooring, or updated lighting?

Answer: Lighting and flooring that is integral to the storytelling (such as textural flooring or dramatic swampy lighting) should be considered part of the \$2M budget. If base flooring needs to be repaired prior to installation or wiring needs to be repaired or replaced, that will be covered from another museum budget.

39. Are there any very specific must-include historical, cultural, or scientific stories that should be woven into the narrative?

Answer: Yes – there are SO many it is hard to address this question at this time. As stated earlier, we are carefully forming an advisory committee made up of local university professors, researchers and conservationists. These people will narrow down the content and a specific framework will be given to the design firm for exhibit experience and text.

40. Since this program is funded by a grant from the Alabama Energy Security Act, should any of their key messages be emphasized throughout the exhibit?

Answer: The goal of the exhibit is two-fold – To create awareness of the Delta and its importance to the world and to instill a stewardship of the Delta's unparalleled natural resources. In addition to that, our museum is also keenly interested in informing students about the wide variety of careers that exist on our River Front on the water in general. This is an excellent opportunity to get kids interested in the water.

41. Are there existing technical systems that we need to integrate with?

Answer: The short answer is no. the museum is currently running on Crestron. But it has not been updated since the museum was built and we are keenly interested in securing a simpler system for all new experiences.

42. Do you already have interactive hardware you provide to guests such as tablets or tech handed out? Are you open to concepts around that?

Answer: No. We do not have any device assisted experiences in the museum to date. We would be open to it.

43. Are the museum staff comfortable maintaining advanced tech like AR/VR, projection mapping or RFID systems?

Answer: Yes

44. Does the museum have an in-house maintenance team or will they need support post-installation?

Answer: We have an in-house team that is very capable but will appreciate a good relationship with the design team for troubleshooting.

45. Are you expecting a creative design response to the RFP?

Answer: Yes – but very high-level interpretation. We’re interested in finding the partner who can best tell our story with the budget and space we have.

46. Is there a page limit for the response?

A: No

47. There could be an approach where the design firm completes the concept phase and provides planning materials and renders to be used for fundraising to increase the project budget, at which point design continues per the new project budget – would you be open to this approach?

Answer: No. We do not anticipate any further fundraising for this project.

48. Please tell us more about this expectation that you have noted for the exhibit “NMMOG expects the exhibit will develop curriculum about the Delta suitable for use in schools and other educational institutions.”

Answer: The development of this curriculum is NOT in the scope of this project. We simply will be looking at the content as it is developed with an eye to its adaptability for school curriculum.

49. Will all photos and artifacts be provided by NMMOG or will exhibit designer need to supplement this research?

Answer: NMMOG will assume all fees related to acquiring assets. The selection of such assets will be a joint effort between NMMOG and the design team as technologies and schematics are developed.

50. Do you have preference for the quantity or frequency of in-person meetings or reviews?

Answer: Between 3-5 in-person meetings throughout the entire project with weekly Zoom/Teams update meetings when necessary.

51. Please describe the NMMOG team members and stakeholders that will be working on the project.

Answer: The majority of communication between the design firm and NMMOG will be routed through the museum’s inhouse project manager. Additionally, the executive director, creative director and curator will be involved in the project.

52. Are there any museums/exhibits you've visited that particularly resonate with you/your vision for this project?

Answer: Particularly inspiring to us is the National WWII Museum in New Orleans.

53. Can a design-only firm submit for this opportunity, or does it require a builder as well?

Answer: We will ask that the design and build be included in one proposal. We are completely open to a partnership between a design-only firm and a build firm of the design firm's choice. We will award a single contract.

54. How much light control does the gallery have? Are there windows, and do they overlook the Mobile Tensaw Delta?

Answer: We have complete control over the lighting in the gallery. It is nearly completely enclosed with access to windows right outside the gallery. While the windows do not overlook the Delta, they do overlook the Mobile River. The Delta is about a mile away from the museum.

55. What is the ceiling height of the gallery?

Answer: The ceilings are exposed. The heights are as follows: The bottom of the ductwork is 11', up to the I-beams is 13' and to the ceiling is 15.5'. Please see attached image of the space.

56. Does the \$2M budget need to include non-exhibit elements such as base building requirements, power/data distribution, HVAC and lighting?

Answer: No – all base building requirements, power/data distribution and HVAC will be covered in another budget. Base lighting will be included. However, lighting that is specific to this exhibition should be covered in the budget.

57. What kind of contract would we be entering into with the Maritime Museum /City of Mobile?

Answer: See a sample contract attached (Exhibit C), subject to negotiated modifications, including potential bonding requirements.

58. Is this an existing or new structure?

Answer: Existing

59. Who is responsible for demolition of the exhibit space if this is an existing space?

Answer: NMMOG will be responsible.

60. Is there a preference for a local design consultant?

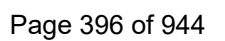
Answer: Our inhouse creative director and executive director will be serving in this capacity.

61. Is there an anticipated breakdown for the budget across design, AV work and fabrication?

Answer: That will be up to the design firm to determine. A ballpark could be 1/3 for design and the rest for AV work and fabrication.

B. **REFERENCE DOCUMENTS.** Please refer to referenced exhibits for additional information.

Exhibit A. Museum Diagram
B. Museum Photo
C Sample Contract







Professional Services Contract **City of Mobile**

AGREEMENT

THIS AGREEMENT ("Agreement"), dated _____, 2025, ("Effective Date") is made by and between the City of Mobile, Alabama, (COM), a municipal corporation organized and existing under the laws of the State of Alabama ("City"), and _____ ("Service Provider").

WHEREAS, Service Provider is uniquely qualified and engaged in the business of museum exhibit design and installation.

WHEREAS, the City of Mobile desires to engage this Service Provider based upon the Service Providers' professional skill, competence, and personality especially suited to provide said services upon the following terms and conditions;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **SCOPE OF WORK:** The services to be performed by the Service Provider under this Agreement ("Services") for City of Mobile are as described in Service Provider's proposal dated _____, found as **Exhibit A** to this agreement. In the event of a conflict between the terms of this Agreement and the terms of **Exhibit A**, the terms of this Agreement shall control. The City's Project Manager for this agreement will be the Executive Director, National Maritime Museum of the Gulf of Mexico, or her designated representative. The Project Manager and Service Provider may adjust the Scope of Work upon mutual agreement as determined to efficiently accomplish the project.
2. **TERM:** The Services shall be commenced and performed upon execution of this Agreement and continue thereafter until completion of the tasks described in Exhibit A.
3. **COMPENSATION:** The total amount to be compensated to Service Provider under this agreement is not to exceed _____. The City hereby agrees to pay the Service Provider for work tasked and performed to the satisfaction of the City Project Manager according to the fee schedule attached in **Exhibit A**. The City will not be responsible for payment of any interest, late fees, collection fees, or attorney's fees.
4. **INVOICE:** The Service Provider shall submit documented invoices showing work performed at appropriate intervals of project completion in accordance with **Exhibit A** and upon mutual agreement of the parties.
5. **CONFIDENTIALITY:** Service Provider shall treat as confidential and proprietary all information and data delivered to it by City and its employees. All such information and data shall not be disclosed to any third party during or subsequent to the term of this Agreement.

Nothing contained herein shall preclude Service Provider from disclosing information or data where disclosure or submission is required by applicable statutes, ordinances, codes, regulations, consent decrees, orders, judgments, rules, and all other requirements of any and all governmental or judicial entities that have jurisdiction over the Services, but only after prior written notice has been given to City.

6. **RIGHTS IN DATA:** All right, title and interest in and to the work products provided by Service Provider to City shall be the property of City (“Work Product”). Methodologies, process know-how and other instruments of service used to prepare the Work Product shall remain the property of Service Provider. Any modification or reuse of the Work Product without written verification or adaptation by Service Provider for the specific purpose intended will be at City’s sole risk and without liability or legal exposure to Service Provider.

7. **INSURANCE REQUIREMENTS:** Service Provider shall maintain the following coverages while performing Services, subject to the terms and conditions of the policies:

<u>TYPE</u>	<u>AMOUNT</u>
Workers Compensation	Statutory
Employers' Liability	\$1,000,000 policy limit
Commercial General Liability	\$1,000,000
Automobile Liability	\$1,000,000
Professional Liability	\$1,000,000

Service Provider will furnish City with certificates of insurance verifying the above referenced coverages and stating that the insurance carrier will provide City with thirty days prior written notice of insurance cancellation or reduction below the above listed requirements. A Waiver of Subrogation is required for Workers Compensation. Service Provider shall cause City to be listed as an additional insured on the Commercial General Liability and the Automobile Liability insurance. Evidence of such insurance may be found as **Exhibit B** to this agreement.

8. **INDEMNITY:** The Service Provider shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by Service Provider or the Service Provider’s agent, Service Provider under contract, or other entity for which Service Provider is legally liable. Service Provider shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by Service Provider or its agents covered by Service Provider’s policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this

contract requires Service Provider to procure and maintain professional liability insurance that satisfies the named requirements. Service Provider shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to Service Provider's liability, or in proportion to the extent Service Provider participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require Service Provider to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

Nothing contained in this Agreement shall be deemed to constitute, either as to Service Provider or as to third parties, a waiver of any statutory damages caps set forth in Sections 11-47-190 and 11-93-2, Code of Alabama (1975), as the same may be amended from time to time, and in any other statutes, case law or otherwise available to the City.

9. **ANTI-DISCRIMINATION:** Service Provider shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to Sections 14-9 and 14-10, Mobile City Code, and by doing so agrees that it either will have, or will provide City with written proof demonstrating good faith efforts to procure, at least fifteen (15) percent participation by socially and economically disadvantaged individuals.

10. **ANTI-BOYCOTT:** By signing this Agreement, Service Provider represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade pursuant to Section 41-16-5, Code of Alabama 1975.

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

12. **STANDARD OF PERFORMANCE.** Service Provider shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent museum exhibit design, creation, and installation professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

13. **SEVERABILITY:** In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

14. **IMMIGRATION COMPLIANCE:** By signing this Agreement, Service Provider affirms, for the duration of the Agreement, that it will not violate Federal or State immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, if found to be in violation of

this provision, Service Provider shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom. Pursuant to Alabama Code (1975) Section 31-13-9, if Service Provider employs one or more employees within the State of Alabama, Service Provider shall provide documentation establishing that Service Provider is enrolled in the E-Verify program.

15. FORCE MAJEURE: The City or the Service Provider shall be excused from performance of any and all of its obligations hereinunder to the extent and for the time such performance is rendered impossible or impactable due to acts of God, labor unrest, war, riot, civic disturbance, contagious disease, or any other cause beyond the reasonable control of the City or Service Provider.

16. NO PARTNERSHIP CREATED: Nothing herein is intended or shall be construed in any way to create or establish the relationship of partners, agency relationship or a joint venture between the City and Service Provider.

17. NO THIRD-PARTY BENEFIT: Service Provider and the City enter this Agreement for their mutual benefit and not for the benefit of any third parties.

18. TERMINATION: Service Provider agrees that the City, at its sole discretion, may terminate and cancel this Agreement by giving notice to the Service Provider. Upon termination, the City, at its sole discretion, shall only pay for those services satisfactorily rendered. The City shall not be liable for payment to the Contractor for lost profit or damages as the result of its termination of the contract. Upon violation of any of the covenants and agreements herein contained the Service Provider may terminate the contract upon sixty (60) days written notice.

19. ENTIRE AGREEMENT: This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect thereto. No other agreements, representations, warranties or other matters, whether oral or written, will be deemed to bind the parties hereto with respect to the subject matter hereof. This Agreement shall not be altered, modified or amended in whole or in part, except in a writing executed by each of the parties hereto.

20. NOTICE: Any communication given pursuant to this Agreement will be in writing to the parties as listed below:

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

Service Provider:

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

SERVICE PROVIDER,

BY: _____ Date: _____

Its _____ (Title)

ACKNOWLEDGEMENT

The State of _____}

_____ County}

I, _____, a Notary Public, in and for said County in said State,

hereby certify that _____ whose name as _____ of _____, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the _____ day of _____, 20__

(Seal)

Notary Public

CITY OF MOBILE, A Municipal Corporation

BY: _____ Date: _____
Mayor

ATTEST:

City Clerk Date: _____

Exhibit: A Service Provider Proposal dated _____
B Evidence of Insurance

STATE OF ALABAMA)

ADCNR GRANT#: G-CMMMI/24/CM

MOBILE COUNTY)

GOMESA GRANT AGREEMENT

THIS GOMESA GRANT AGREEMENT, (“Agreement”) is made and entered by and between the State of Alabama Department of Conservation and Natural Resources hereinafter, referred to as “ADCNR”, and the City of Mobile, hereinafter referred to as “Grantee” (ADCNR and Grantee collectively hereinafter “Parties”) to provide funding made available to the State of Alabama under the Gulf of Mexico Energy Security Act of 2006 (“GOMESA”).

In consideration of the mutual covenants herein contained, Grantee hereby agrees to perform, in proper sequence and in the time specified, all tasks necessary for successful completion of the project as hereinafter set forth.

1. **PROJECT PURPOSE AND IDENTITY:** The purpose of the Agreement is to provide funding under the Gulf of Mexico Energy Security Act of 2006 (GOMESA) to Grantee, in accordance with the authorized uses and purposes set forth in GOMESA, to update and redesign the Ecology floor of the National Maritime Museum of the Gulf of Mexico, as described in the Disbursement Justification attached as Exhibit A (“Project”).
2. **CERTIFICATION OF AUTHORIZED USES FOR PROJECT SERVICES:** Grantee warrants and represents that it will only use the GOMESA funds provided under this Agreement in accordance with approved GOMESA uses and consistent with all applicable state and federal laws. Specifically, Grantee will use these funds for projects that satisfy one or more of the following authorized uses:
 - a. Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses;
 - b. Mitigation of damage to fish, wildlife, or natural resources;
 - c. Implementation of a federally approved marine, coastal, or comprehensive conservation management plan;
 - d. Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects; and
 - e. Planning assistance and the administrative costs of complying with GOMESA.

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- 3.- **PROJECT SERVICES:** Grantee warrants and represents that it will use the GOMESA funds provided under this Agreement in accordance with approved GOMESA uses and consistent with all applicable state and federal laws. Furthermore, Grantee shall provide, in accordance with all applicable laws, executive orders, codes, regulations, etc., all the necessary labor, materials, services, and facilities to successfully complete the Project and fulfill all requirements of this Agreement including, but not limited to, requirements as set forth in Paragraphs 9 and 14.
4. **PROJECT PERFORMANCE PERIOD:** The Project Performance Period shall begin on the date of the Commissioner's signature ("Project Commencement Date") and end on November 15, 2026.
5. **AGREEMENT TERM:** The Agreement Term for the fulfillment of all Project Services shall begin on the date of the Commissioner's signature ("Effective Date") and end ninety (90) days after the end of the Project Performance Period, unless extended in writing by ADCNR by amendment as provided herein.
6. **NOTICE TO PROCEED:** Grantee shall proceed with performing Project Services upon receipt of a fully executed Agreement which has been approved by the appropriate State of Alabama officials.
7. **FUNDING AMOUNT/PAYMENT:** ADCNR agrees to provide advance disbursement of GOMESA funds to Grantee for payment of Allowable Costs pursuant to two payments, for a total Agreement amount not to exceed Two Million Two Hundred Fifty Thousand Dollars and 00/100 (\$2,250,000.00), to allow satisfactory completion of all Project Services following full execution of this Agreement and submission by Grantee of an invoice for payment which shall include a reference to the Grant Number identified above. In the event these funds are not fully expended before the end of the Project Performance Period, the Grantee shall return the remaining funds to the ADCNR prior to the end of the Agreement Term in such manner as specified by ADCNR.
8. **CONTINGENCY/ FUNDING AVAILABILITY:** Grantee acknowledges and agrees that the commencement and continuation of funding pursuant to this Agreement shall be specifically contingent upon the receipt and availability of GOMESA funding for this Project.
9. **ALLOWABLE COSTS:** Allowable Costs allowed under this Agreement shall be determined in accordance with Exhibit A, subject to all requirements of GOMESA, local, state, and federal laws, as well as other applicable requirements, including the following:

- a. Grantee agrees that any expenditure related to any type of lower tier contract or subaward support prior to execution of a written agreement for such purpose may not qualify as an Allowable Cost.
 - b. Grantee shall immediately notify ADCNR in writing in the event, subsequent to execution of this Agreement, it receives other financial assistance to support or fund any activity related to Project Services. Grantee further agrees that no costs funded by such other sources constitute Allowable Costs to be funded pursuant to this Agreement.
 - c. Grantee acknowledges that no pre-award costs or other costs incurred prior to the Effective Date of this Agreement shall constitute Allowable Costs, unless it receives express written approval from ADCNR.
 - d. Grantee agrees that all disbursed funds shall be expended solely for Allowable Costs and that the amount of any expenditure determined by ADCNR not to constitute an Allowable Cost shall be immediately returned to ADCNR in such manner as specified by ADCNR.
10. **REPORTS:** Grantee agrees to submit semi-annual financial and performance reports no later than April 30 and October 30 of each year following execution of this Agreement. The semi-annual reports shall provide supporting documentation detailing Allowable Cost expenditures and Project activities during the reporting period. The Grantee further agrees to submit a Completion Report no later than ninety (90) days after the end of the Project Performance Period. The Completion Report must include a summary financial report detailing Project expenditures and a certification confirming both that Grantee has completed all Project Services and that all expenditures by Grantee of funds received pursuant to this Agreement constituted Allowable Costs. The Completion Report shall include supporting documentation establishing the Allowable Costs as to all expenditures, documents necessary to evidence successful Project completion, and any other documents to be maintained by ADCNR for purposes of recordkeeping and audit compliance. Additionally, if requested by ADCNR, data and reports generated or compiled within the scope of this Agreement shall be provided in digital format as may be specified by ADCNR. Grantee agrees that failure to submit such reports in a timely manner may result in the termination of this Agreement. All reports and correspondence submitted to ADCNR in connection with this Agreement shall be identified by the Grant Number identified above and shall be sent to the following:

Alabama Department of Conservation and Natural Resources
 Attention: GOMESA Coordinator
 31115 Five Rivers Blvd.
 Spanish Fort, AL 36527

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11. INDEMNIFICATION AND HOLD HARMLESS:

- a. Grantee agrees to protect, defend, indemnify, save and hold harmless the State of Alabama and ADCNR, and any and all of their officers, agents, and employees, from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss or destruction of any property, which may occur or in any way grow out of, any act or omission of Grantee, its officers, agents, and employees, the Grantee, and the Grantee's agents, servants, employees, and subcontractors. Grantee's obligation and duty to protect, defend, indemnify, save and hold harmless ADCNR and its agents and employees shall include and extend to any and all costs, expenses, attorney fees, judgements, awards, and settlements incurred by the parties or their agents or employees as a result of any claims, demands, and/or causes of action arising out of the performance of the obligations or objectives set forth herein by Grantee. Grantee agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims are groundless, false or fraudulent.
- b. Grantee further agrees it releases from liability and waives its right to sue the State of Alabama and ADCNR, and their officers, agents, and employees, regarding any and all claims resulting in any physical injury, economic loss, or other damage or loss as a result of or related in any way to the Agreement.
- c. The provisions of this Paragraph shall survive the Agreement Term and remain a continuing obligation of Grantee.

12. CLAIMS FOR LIENS: Grantee shall be solely liable for and shall hold the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants, employees, and volunteers of each, harmless from any and all claims or liens for labor, services or material furnished to Grantee in connection with the performance of its obligations under this Agreement.

13. ASSIGNMENT / AMENDMENT: Grantee shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of ADCNR. ADCNR may from time to time, request amendments to various provisions of this Agreement. Such amendments, which are mutually agreed upon between ADCNR and Grantee, must be in writing and approved by all signatory/authorities prior to becoming effective.

14. CLOSEOUT PROCESS: The closeout process is the final reconciliation and reporting of program expenses and activities. This involves reviewing program expenditures and completion of deliverables, resolving any open commitments, collecting subrecipient

documents, and submitting the required final reports, while adhering to the schedule developed by ADCNR. Grantee shall promptly finalize the closeout process upon the conclusion of the Project Performance Period. Any remaining payments or amounts otherwise due to Grantee may be withheld until all closeout documents and deliverables have been received by ADCNR.

15. **TITLE VI AND EQUAL EMPLOYMENT OPPORTUNITY:** The Grantee will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements issued pursuant to that title. In accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this Agreement.
16. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the successors and assigns of the respective Parties hereto.
17. **COMPLIANCE WITH LAWS:** The Grantee shall comply with all applicable laws, ordinances, regulations, and codes of the federal, state, and local governments in the performance of this Agreement. Grantee shall procure all applicable federal, state, and local permits and shall pay all said fees. Grantee further agrees and acknowledges that the ADCNR is relying upon the Grantee to maintain compliance with all provisions of GOMESA in connection with Project Services and related activities and expenditures.
18. **TAX / ASSESSMENT RESPONSIBILITY:** Grantee hereby agrees that the responsibility for payment of any taxes or assessments associated with the Project shall be the Grantee's obligation and shall be identified under the appropriate Tax Identification Number.
19. **ACCESS TO RECORDS:** The State of Alabama, through ADCNR auditors and/or Alabama Examiners of Public Accounts, and the Federal Government, through any of their duly authorized representatives, shall be entitled to audit the books, documents, papers, records of the Grantee, and any lower tier recipients which are reasonably related to this Agreement. Grantee agrees to assist with any such audit as requested by ADCNR and further agrees to the following:
 - a. Grantee shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for six (6) years after date of final payment under this Agreement or as otherwise required pursuant the Department of Conservation and Natural Resources Records Disposition Authority (requirements current as of date of this Agreement available at: https://archives.alabama.gov/officials/rdas/conservation_rda.pdf), whichever

period expires later, for inspection by any of the above entities, and copies thereof shall be furnished, if requested.

- b. Pursuant to Alabama Act No. 94-414, Grantee must forward a copy of every audit report issued in connection with funding provided under this Agreement where public funds are received and/or disbursed to: Department of Examiners of Public Accounts, P. O. Box 302251, Montgomery, Alabama 36130-2251, ATTN: Audit Report Repository; or to Central.Records@Examiners.Alabama.gov. Grantee shall also simultaneously therewith forward a copy of same to ADCNR.
 - c. The provisions of this Paragraph shall survive the Agreement Term and remain a continuing obligation of Grantee.
20. **INSURANCE:** Grantee is self-insured for general liability purposes. Grantee shall, at all times during the term of this lease, maintain sufficient cash reserves dedicated to the payment of claims, and maintain the present financial ability to pay claims, in the amount of \$100,000.00 for injury to or death of one person; \$300,000.00 for injury or death to more than one person growing out of one accident; and \$100,000.00 for property damage loss.
21. **TERMINATION:** In addition to terms of Paragraphs 8, 25, and 37, this Agreement may be terminated as follows:
- a. If, in the determination of ADCNR, Grantee fails to fulfill in timely and proper manner its obligations under this Agreement or violates any of the covenants, agreements or stipulations of this Agreement, ADCNR, in addition to all other available remedies, shall thereupon have the right to terminate this Agreement by giving written notice to Grantee, pursuant to Paragraph 32, of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.
 - b. ADCNR may terminate this Agreement at any time without cause by giving written notice to Grantee, pursuant to Paragraph 32, of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.

- c. If the Agreement is terminated by ADCNR, as provided herein, Grantee shall promptly submit a statement detailing the actual services performed and associated Allowable Costs to date of termination. The Grantee shall immediately return any remaining funds to ADCNR in such manner as specified by ADCNR.
22. **PRESS / EVENTS:** Grantee shall notify the ADCNR of the location, date, and time of any press conferences, press releases, etc. related to this Project at least five (5) working days prior to the scheduled event or release.
 23. **CONFLICT OF INTEREST CERTIFICATION:** The Grantee by his/her/its signature, certifies to the best of his/her/its knowledge and belief, no conflicts of interest existed or now exist which have, may have or have had any effect on this Agreement or any expenditure of funds associated with this Agreement. In addition, in the event Grantee cannot maintain this certification at any point during the Agreement Term, Grantee shall immediately notify ADCNR in writing at the address set forth in Paragraph 32 and suspend performance of services under this Agreement as well as any expenditure of funds under this Agreement until the potential conflict of interest is resolved to ADCNR's satisfaction.
 24. **NONDISCRIMINATION:** Grantee agrees to comply with all federal and state laws which prohibit discrimination, including on the basis of race, color, religion, age, sex, pregnancy, national origin, genetic information, veteran status or disability.
 25. **PRORATION:** In the event of the proration of the fund from which payment under this Agreement is to be made, the Agreement will be subject to termination.
 26. **NOT A DEBT OF THE STATE:** It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.
 27. **ALTERNATIVE DISPUTE RESOLUTION:** In the event of any dispute between the Parties, senior officials of both Parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this Agreement which are not resolved by negotiation, the Parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators

selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.

28. **IMMIGRATION:** By signing this Agreement, the Grantee affirms, for the duration of the Agreement, that it 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, if found to be in violation of this provision, Grantee shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.
29. **NOT ENTITLED TO MERIT SYSTEM:** Grantee understands and agrees that nothing in this Agreement entitles Grantee to any benefits of the Alabama State Merit System.
30. **BOYCOTT:** In compliance with Alabama Act No. 2016-312, Grantee hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.
31. **ECONOMIC BOYCOTT:** In compliance with Ala. Act No. 2023-409, by signing this Agreement, Grantee provides written verification that Grantee, without violating controlling law or regulation, does not and will not, during the term of the Agreement engage in economic boycotts as the term “economic boycott” is defined in Section 1 of the Act.
32. **NOTICE:** Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement will be as set forth below, unless and until updated information is provided:

All notices required to be given to ADCNR shall be sufficient if sent by certified mail or overnight courier to the following address:

To ADCNR:

Attention: Christopher M. Blankenship, Commissioner
Alabama Department of Conservation and Natural Resources
64 N. Union St., Suite 468
Montgomery, AL 36130

All notices required to be given to the Grantee shall be sufficient if sent by certified mail or overnight courier to the following address:

To Grantee:

City of Mobile
Attention: William S. Stimpson, Mayor
P.O. Box 1827
Mobile, AL 36633-1827

33. **SEVERABILITY:** In the event any terms or provisions of this Agreement are deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms or provisions hereof.
34. **GOVERNING LAW / SOVEREIGN IMMUNITY:** This Agreement and related matters shall be construed in accordance with and governed by the substantive and adjective laws of the State of Alabama, including but not limited to the State's right of immunity from suit as provided by Article 1 Section 14 of the Official Recompilation of the Constitution of Alabama of 1901, as amended, without regard to its conflicts of law provisions.
35. **CHOICE OF LAW / VENUE:** Grantee agrees that the laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the Circuit Court of Montgomery County, Alabama.
36. **ENFORCEMENT OF RIGHTS AND OBLIGATIONS:** Failure of ADCNR to strictly or promptly enforce the rights and obligations herein shall not operate as a waiver thereof.
37. **FORCE MAJEURE:** In the case of a Force Majeure Event as defined herein, ADCNR reserves the right to immediately terminate the Agreement without prior notice to Grantee. Should this occur, neither party shall be liable for or be considered in breach of this Agreement due to any failure to perform its obligations as a result of a cause beyond its control, including, without limitation: (i) acts of God; (ii) flood, fire or explosion; (iii) actions, embargoes, quarantines, or blockades in effect on or after the date of this Agreement; (iv) national, state, or regional emergency whether ongoing or occurring on or after the date of this Agreement; (v) public health emergencies, outbreak, epidemic, or pandemic, whether ongoing or occurring on or after the date of this Agreement, including, without limitation, COVID-19; or (vi) any other event which is beyond the reasonable control of such party (each of the foregoing, a "Force Majeure Event").
38. **NO AGENCY:** By entering into this Agreement, Grantee understands and agrees it is not an agent of the State, its officers, employees, agents or assigns. The Grantee is an

independent entity from the State and nothing in this Agreement creates an agency relationship between the Parties.

39. **COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
40. **SUPERSEDES:** ADCNR and grantee represent that this Agreement supersedes all proposals, oral and written, all previous contracts, agreements, negotiations, and all other communications between the parties with respect to the subject matter hereof.
41. **REVIEW AND EXECUTION:** Grantee acknowledges and agrees that it has had the opportunity to seek legal counsel in connection with reviewing and executing this Agreement. Accordingly, any rule of law or legal decision potentially requiring interpretation of any claimed ambiguity in this Agreement against the drafting party shall have no application and is expressly waived by Grantee.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized.

ADCNR:

Christopher M. Blankenship
Commissioner

Date: _____

GRANTEE:

William S. Stimpson

William S. Stimpson
2024.10.30 15:53:26
-05'00'

William S. Stimpson, Mayor
City of Mobile



Lisa C. Stimpson

EXHIBIT A

State of Alabama Gulf of Mexico Energy Security Act of 2006 Disbursement Justification

Background:

The Gulf of Mexico Energy Security Act (GOMESA) was enacted by Congress in 2006 and significantly enhances outer Continental Shelf (OCS) oil and gas leasing activities and revenue sharing in the Gulf of Mexico. Among other things, GOMESA provides for enhanced sharing of leasing revenues with Gulf producing states and the Land & Water Conservation Fund for Coastal Restoration projects. The GOMESA authorizes uses of the proceeds for the following purposes:

- a. Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses;
- b. Mitigation of damage to fish, wildlife, or natural resources;
- c. Implementation of a federally approved marine, coastal, or comprehensive conservation management plan;
- d. Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects; and
- e. Planning assistance and the administrative costs of complying with GOMESA.

Project Description:

National Maritime Museum Improvements - City of Mobile

The City of Mobile's *National Maritime Museum of the Gulf of Mexico* is the only museum in the world dedicated to preserving the rich history and resources of the Gulf of Mexico. Located on the banks of the Mobile River, the National Maritime Museum is a world-class educational institution, focusing on the Industry, History, and Ecology of "America's Sea."

One of the museum's current initiatives is to enhance its ecology and conservation education programs. This effort began with a 2020 GOMESA grant (G-CMGQIMP/20/CM) which funded the E.O. Wilson Field Lab exhibit. Funding disbursed under this Agreement will update and redesign the entire Ecology floor of the museum. The new Ecology floor will be transformed into an immersive walk-through experience that will allow guests to step into the middle of the Mobile-Tensaw River Delta. Through the use of life-like sculptures, digital screens, projections, interactive displays and authentic sounds, guests will walk through the Giant Cypress trees, peek into an

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Osprey nest and come face to face with an American Alligator (Figure 1). To further the interactivity of the exhibit, guests will be invited to join a “research team” that has been assigned to a specific conservation project in the Delta. Through the use of RFID technology, the guests will then proceed through the exhibit. As they tap their RFID card on the interactives in the exhibit, they will learn more about their specific research assignment. All digital content in this exhibit will be fully editable thus allowing the exhibit to display up-to-date and relevant information for the life of the exhibit.

These improvements will enhance the learning experience regarding coastal protection, conservation, and coastal restoration. The Mobile Bay National Estuary Program’s Comprehensive Conservation & Management Plan (CCMP) for Alabama’s Estuaries & Coast 2019-2023 seeks to improve public support for environmental protection and restoration through Education and Public Involvement (EPI) by connecting more visitors to local waterways, fish, and wildlife (EPI-3.1) and by expanding watershed education in coastal Alabama (EPI-3.2). This project will also educate and engage visitors utilizing interactive exhibits to improve community understanding as to the value of protecting natural resources in coastal Alabama.

Also, the Coastal Planning Policies (Section IX) of the Alabama Coastal Area Management Program (ACAMP) seeks to promote, improve, and safeguard the lands and waters in coastal Alabama. It is the policy of the ACAMP to encourage, support, and promote conservation, preservation, and protection to ensure continued benefits of these resources for the public. This project will provide additional opportunities to educate the public on the importance of Alabama’s natural resources within the context of the greater Gulf of Mexico.

Project Duration:

This project is expected to take approximately twenty-four (24) months from the execution of the Agreement.

Project Costs:

Funding will be provided to the Grantee as two installments.

The first installment will be disbursed following execution of the Grant Agreement for this project and submission of an invoice for payment of Allowable Costs that includes satisfactory evidence Grantee is in compliance with insurance requirements established pursuant to Paragraph 20 of the Agreement.

The second and final installment will be disbursed following submission of an invoice for payment of Allowable Costs that includes (1) satisfactory evidence Grantee remains in compliance with insurance requirements established pursuant to Paragraph 20 of the Agreement; (2) satisfactory

verification that construction completion of project components can be achieved through available funding and (3) satisfactory verification that all previously disbursed funds have been and will be used for Allowable Costs.

Anticipated Costs:

Installment	Category	Estimated Cost
1	Grant Administration, Design, Demolition, and Construction Services including initial light plot, show control and power plans, full schematic including design and function of all components.	\$725,000.00
2	Exhibit Construction and Installation	\$1,525,000.00
Total GOMESA Funding Not to Exceed		\$2,250,000.00

Category line items above are general descriptions of the type of activities anticipated to be necessary in order to achieve project completion. These categories may include itemized personnel time and/or contract services associated with project activities. In addition, the final costs of project activities may vary from the individual line-item estimates set forth above. However, funding shall in no event exceed the total amount of approved funding for Allowable Costs as set forth pursuant to the Grant Agreement.

Nexus to Authorized Use:

This project meets the criteria set forth in authorized uses: (a) Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses; (b) Mitigation of damage to fish, wildlife, or natural resources; (c) Implementation of a federally approved marine, coastal, or comprehensive conservation management plan; and (d) Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects.

Submitted and Approved By:



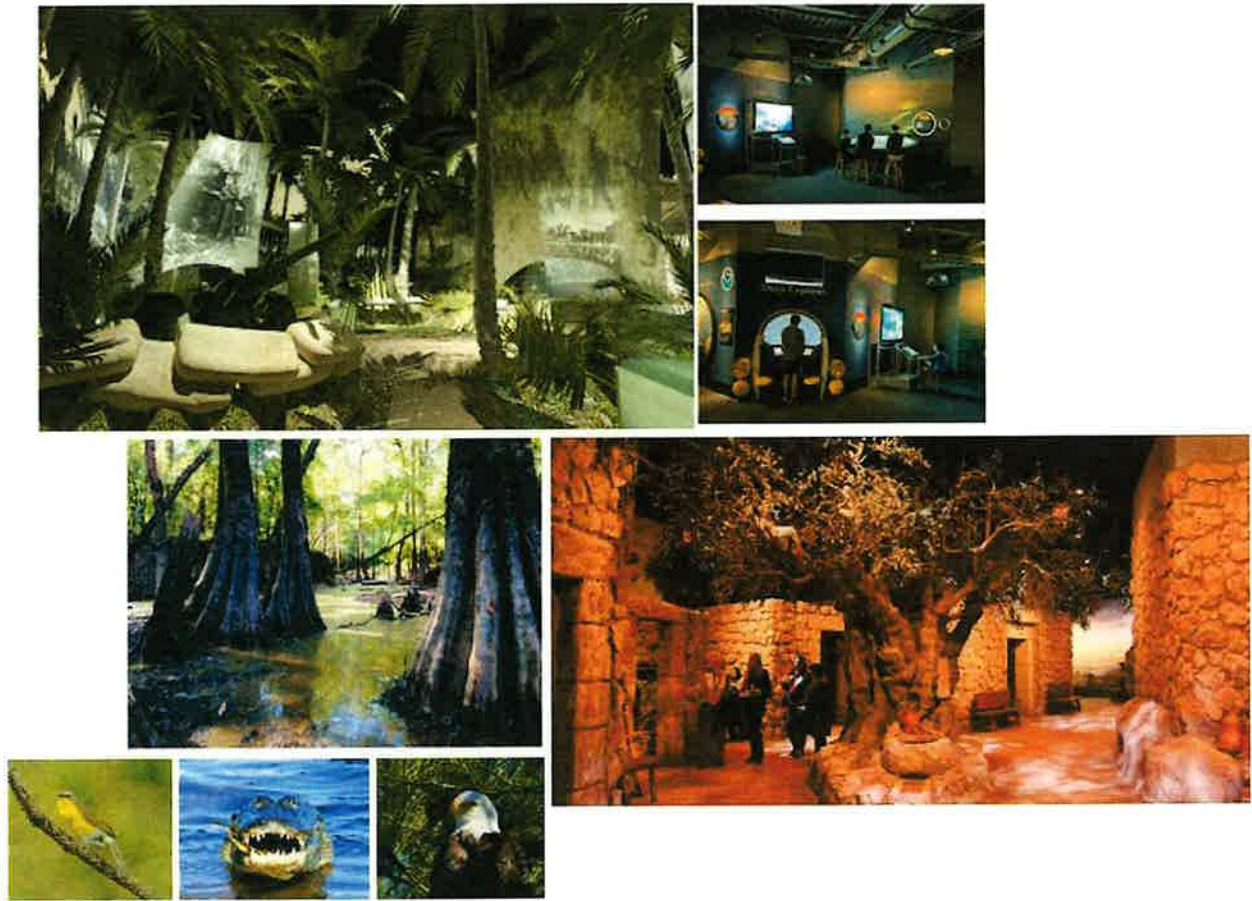
William S. Stimpson
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William S. Stimpson, Mayor
City of Mobile




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Figure 1: Museum Exhibit Examples



R E S O L U T I O N

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive GOMESA grant funding in the amount of \$2,250,000.00 from the Alabama Department of Conservation and Natural Resource (ADCNR) in support of the National Maritime Museum of the Gulf of Mexico. There is no match requirement.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant if offered and to sign any agreements or other documents in connection with the grant application and to provide any information required by the Alabama Department of Conservation and Natural Resources. Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

Adopted: **AUG 06 2024**


City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of: September 9, 2025

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

Sandy Stimpson, Mayor

Purpose and Scope of Project:

Ordinance to adopt Chapter 52 Real Property Maintenance and Enforcement Article VIII.
Vacant Structure Registry for Henry Aaron Loop

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Vacant Structure Registry 2025-09-04 - clean copy (tcl)

REVIEWERS:

Patricia Primm

Cherlina Monteiro

James Barber

ORDINANCE TO ADOPT CHAPTER 52 – REAL PROPERTY MAINTENANCE AND ENFORCEMENT ARTICLE VIII. VACANT STRUCTURE REGISTRY FOR THE HENRY AARON LOOP

ARTICLE VIII. VACANT STRUCTURE REGISTRY FOR THE HENRY AARON LOOP

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

VACANT STRUCTURE REGISTRY

Sec. 52-200. Adoption.

There is hereby adopted a vacant structure registry code for the Henry Aaron Loop in the City of Mobile.

Sec. 52-201. Purpose.

- (a) The city has determined that uninspected and unmonitored vacant commercial structures in the Henry Aaron Loop (i) present a fire hazard; (ii) are often utilized by vagrants and transients (including drug abusers and traffickers) as dangerous and unsafe temporary shelters; (iii) detract from private and/or public efforts to rehabilitate or maintain surrounding buildings; and (iv) require additional regulation and services to protect the health, safety and welfare of the public.
- (b) Under this Article, Owners of vacant commercial structures in the Henry Aaron Loop must register such vacant structures with the city, pay a vacant structure registration fee as set forth herein, and otherwise conform to the requirements of this vacant structure code.
- (c) It is the intent of this Article that, through a registration, inspection, and monitoring process, and other improved public safety efforts, vacant commercial structures in the Henry Aaron Loop will be kept weathertight and secure from trespassers, will provide safe entry to police officers and firefighters in times of emergency, will not impede private and/or public efforts to rehabilitate or maintain surrounding properties, and will not otherwise present a public nuisance.
- (d) It is the city's further intent for the provisions of this Article to supplement Chapter 52 Article II, Abatement of Unsafe Buildings and Structural Nuisances, by placing the responsibility to register and maintain a vacant commercial structure on the Owner of the structure before a condition of the structure becomes unsafe or a public nuisance.

Sec. 52-202. Definitions.

- (a) For purposes of this Article, the following words and phrases shall have the meanings respectively ascribed to them as follows:

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- (1) *Actively marketed*: A property is being "actively marketed" when its Owner is, in good faith, doing those things and performing those activities standard and effective in the industry necessary to sell or lease a structure, including, but not limited to, using the services of a realtor licensed in the State of Alabama, or advertising the availability of the structure for sale or lease.
 - (2) *Boarded*: A Vacant Structure shall be deemed to be "boarded" if in place of one or more exterior doors, other than a storm door, or of one or more windows, there is a sheet or sheets of plywood or similar material covering the space for such door or window, in compliance with Mobile City Code, Section 52-1, Property Maintenance Code Boarding Methods.
 - (3) *Code official*: The city's code official, as defined in Section 52-22 of this Chapter, or his or her designee.
 - (4) *Commercial structure*: Any structure used or intended to be used to generate revenue. Commercial structures include structures leased to tenants who occupy the property for non-commercial uses such as residences or offices of non-profit organizations.
 - (5) *Director*: The City of Mobile official designated by the Mayor as the person to whom the Code Official reports, either directly or through the chain of command.
 - (6) *Henry Aaron Loop*: That geographic area within downtown Mobile bounded by Beauregard Street on the north, Water Street on the east, Canal Street on the south, and Broad Street on the west.
 - (7) *Occupy/occupied/occupies*: Any building or structure shall be deemed to be "occupied" if one or more persons conducts a lawful business or lawfully resides in the building as the licensed business occupant, or as the legal or equitable owner/occupant(s) or tenant(s) on a permanent, non-transient basis, or any combination of the same.
 - (8) *Open*: A Vacant Structure shall be deemed to be "open" if any one or more exterior doors other than a storm door is broken, open, and/or closed but without a properly functioning lock to secure it; if one or more windows is broken or not capable of being locked and secured from intrusion; if any other opening in the structure allows entry into the structure by an unauthorized person; or any combination of the same.
 - (9) *Owner*: Any person, agent, firm or corporation having legal title to the real property, including any mortgage holder, bank, lien holder, company, institution, individual or other entity listed in the records of the office of the judge of probate of the county, and/or the estate of any deceased owner(s), and/or the last assessed owner in the property tax records of the Mobile County Revenue Commissioner with the legal right to enter the property.
 - (10) *Square footage*: The gross interior floor area of the structure measured to the exterior face of perimeter walls, including basements and mezzanines, but excluding structured parking and unenclosed exterior areas.
 - (11) *Vacant Structure Registry*: The structure registry created pursuant to this Article, specifically by section 52-204(a).
 - (12) *Vacant Structure*: A commercial structure on a parcel of real property that either:

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- (A) Has, for a continuous period of at least six (6) months, lacked regular, lawful occupancy by persons entitled to be on the premises, excluding intermittent, token, or incidental presence not amounting to bona fide use; or
 - (B) Has had substantially all lawful business operations cease for at least six (6) months.

For purposes of this definition, if a discrete floor or other separately occupiable portion of a building has a current Certificate of Occupancy (CO) and is actively occupied, that occupied portion is not a Vacant Structure; however, any vacant portions of the building must be protected by fire-alarm systems that comply with Section 52-209(a)(5).

Sec. 52-203. Applicability, obligation to register, automatic registration, exemptions.

- (a) *Applicability and obligation to register.* Except as provided in subsection (c) below, this Article is applicable to all Vacant Structures and their Owners in the Henry Aaron Loop in the City of Mobile. It is the obligation of the Owner of any Vacant Structure to register it with the Code Official in accordance with the provisions of section 52-204. Registration shall be required for all Vacant Structures, whether vacant and secure, vacant and open or vacant and boarded. Vacant Structures shall be registered on or before 30 days after becoming a Vacant Structure, unless exempt under subsection (c) below. The registration of a Vacant Structure and the payment of registration fees do not exonerate the Owner, agent, or responsible party from compliance with any other building code or zoning requirement.
- (b) *Registration by Code Official.* When the Code Official has reason to believe a structure is a Vacant Structure that the Owner has failed to register, a notice will be posted on the subject structure stating that the Code Official has reason to believe that the structure is a Vacant Structure and directing the Owner to either (i) register the structure in accordance with the provisions of this Article or (ii) provide the Code Official evidence demonstrating that the structure is not a Vacant Structure. In addition to posting a notice on the suspected Vacant Structure, the Code Official shall, by certified mail; if undeliverable, by first-class mail; send a copy of the same notice to the Owner(s) of the property listed in the records of the Revenue Commissioner of Mobile County, or other records readily available to the City. If, 30 days after posting and mailing, the Owner has neither registered the property in the Vacant Structure Registry nor demonstrated to the satisfaction of the Code Official that the property is not a Vacant Structure, the Code Official shall add the structure to the Vacant Structure Registry using the information of record. In addition to all other fees, Owners of properties registered by the Code Official under this section shall owe a failure to register fee under Section 52-204 (d) (4).
- (c) *Exemptions.* The following are exempt from the requirements of this Article:
 - (1) Any building owned by the city, county, state, or federal government.
 - (2) Buildings under construction or property that, in the reasonable discretion of the Code Official, is being actively renovated or rehabilitated; provided, this exemption shall be available for no more than 18 months, unless the Owner provides written justification satisfactory to the Code Official to extend the exemption.
 - (3) Actively Marketed Vacant Structures; provided, this exemption shall be available for no more than six (6)

months, unless the Owner provides written justification satisfactory to the Code Official to extend the exemption.

- (4) Vacant Structures that are vacant due to fire damage or damage caused by an extreme weather event; provided, this exemption shall be available for no more than six (6) months following the fire or extreme weather event, unless the City Council by resolution extends the exemption period due to a major disaster affecting numerous properties in the Henry Aaron Loop.
- (5) Actively Marketed commercial structures in the Henry Aaron Loop purchased through an arm's length transaction for up to twelve (12) months following the date on which the purchase closes.
- (6) Mixed-Occupancy Buildings. A building containing one or more Vacant Areas is not required to register under this Article if: (i) at least one discrete area of the building holds a current Certificate of Occupancy (CO) and is actively occupied; and (ii) all Vacant Areas comply with §52-209(a)(5), provided that the occupied area constitutes at least twenty percent (20%) of the building's gross leasable floor area or ten thousand (10,000) square feet, whichever is less.

Sec. 52-204. Registry, registration information, amending information, fees, dedicated account, publication.

- (a) *Registry created.* The Vacant Structure Registry is hereby created. The Code Official is hereby authorized to create, compile, monitor and enforce the Vacant Structure Registry. The city finance department is authorized to aid and assist the Code Official with the administration and collection of fees and other matters related to this Article.
- (b) *Registration information.* Owners of property(ies) on which one or more Vacant Structures are located shall register the same with the city on a form supplied by the city. The registration form will require the following information, at a minimum:
 - (1) The street address of the Vacant Structure(s);
 - (2) The type of Vacant Structure(s);
 - (3) The square footage for each Vacant Structure;
 - (4) The name, residence address, business address, email address, telephone number, and mobile telephone number of all Owners of the Vacant Structure;
 - (5) The name, address, e-mail address, telephone number, and mobile telephone number, of all persons authorized to make or order repairs or services for the Vacant Structure;
 - (6) If an Owner resides or is domiciled outside the city, the name, address, e-mail address, mobile number and telephone number of a person located within the city who is designated to accept legal notices or service of process on matters concerning the Vacant Structure;
 - (7) If the Owner is a corporation or a limited liability company, the name(s), address(es), and telephone

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- number(s) of an officer or agent of the corporation or limited liability company designated to accept all legal notices of fees due or services of process with respect to the Vacant Structure;
- (8) If the Owner is an estate, the name, address and telephone number of the executor of the estate;
 - (9) If the Owner is a trust, the name, address and telephone number of the trustee(s) designated to accept all legal notices of fees due or services of process with respect to the Vacant Structure;
 - (10) If the Owner is a partnership, the names, addresses and telephone number of all partners with an interest of ten percent or greater;
 - (11) If the Owner is any other form of unincorporated association, the names addresses and telephone numbers of all principals with an interest of ten percent or greater;
 - (12) Proof of a liability insurance policy in force for protection against damage to persons and property, so as to ensure that the purposes of this Article are met;
 - (13) Proof of a fire protection system(s) maintained and monitored in accordance with the International Fire Code 2021 Edition Section 901.6, as currently enacted or as hereafter amended.
 - (14) Proof of a plumbing system that either complies with city plumbing and building codes or is properly closed off and secured from infestation by rodents and insects.
 - (15) The Owner's plan for maintenance and repair of the Vacant Structure(s), including the time within which the Owner anticipates completion of all repairs necessary to bring the Vacant Structure(s) into compliance with the city building code.
- (c) *Amending information.* If the registration information collected in accordance with this section changes or becomes inaccurate during any calendar year, it is the responsibility of the Owner, responsible party or agent for the same to contact the Code Official within 30 days of the occurrence of such change and advise the city of those changes in writing.
- (d) *Fees.* There shall be a fee for each Vacant Structure subject to registration on the Vacant Structure Registry. The fees shall be remitted to the Code Official for deposit into a dedicated fund as defined in paragraph (e) below, as follows:
- (1) For commercial structures used as residences with one to three units;
 - (i) For the first year, \$250.
 - (ii) For the second year, \$500.
 - (iii) For the third year, \$750.
 - (iv) For each subsequent year, \$1,000.
 - (2) For commercial structures used as residences with four to six units, and mixed commercial use and residential use of two to three residential units;
 - (i) For the first year, \$500.
 - (ii) For the second year, \$1,000.

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- (iii) For the third year, \$1,500.
 - (iv) For each subsequent year, \$2,000.
 - (3) For commercial structures used as residences with seven or greater units, and mixed commercial use and residential use with four or greater units:
 - (i) For the first year, \$1,000.
 - (ii) For the second year, \$2,000.
 - (iii) For the third year, \$3,000.
 - (iv) For each subsequent year, \$4,000.
 - (4) For commercial structures without any residential units, the greater of:
 - (i) For the first year, \$1,000 or \$0.05 per square foot.
 - (ii) For the second year, \$2,000 or \$0.10 per square foot.
 - (iii) For the third year, \$3,000 or \$0.15 per square foot.
 - (iv) For each subsequent year, \$4,000 or \$0.20 per square foot.
 - (5) In addition to the above registration fees, for Vacant Structures that are registered by the Code Official under Section 52-203 (b), a failure to register fee of \$500.00.
 - (6) The Vacant Structure shall be registered prior to the issuance of any building permits for that structure, except for a demolition permit.
 - (e) *Dedicated account.* All fees collected pursuant to this Article shall be deposited into a fund known as the Vacant Structures Registry Fund and shall be appropriated to the city's Tax Increment Finance District 1 Fund, and therefore used solely to repair, rehabilitate or stabilize Vacant Structures, to administer this Article, in an effort to support economic development, property rehabilitation and blight reduction in the Henry Aaron Loop. All amounts remaining in the Vacant Structures Registry Fund at the end of the fiscal year shall not lapse but shall retain their dedication to the purposes of the Fund.
 - (f) *Publication.* The city may, from time to time and in its reasonable discretion, publish or disclose certain information contained in the Vacant Structure Registry, including, but not limited to:
 - (1) General demographic information about Vacant Structures registered on the Vacant Structure- Registry;
 - (2) The address of Vacant Structures on the Vacant Structure Registry;
 - (3) The Owners of each Vacant Structure;
 - (4) The amount of time any Vacant Structure has been on the Vacant Structure Registry; and
 - (5) The amount of any delinquent fees due under this Article, or otherwise due to the city for any Vacant Structure.

The City shall not publish personal telephone numbers, personal e-mail addresses, individual residential mailing addresses, or other information protected from disclosure by law of natural-person Owners listed on the Vacant Structure Registry.

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- (g) *Changes in ownership.* A change in ownership of a Vacant Structure shall not remove the Vacant Structure from the Vacant Properties Registry or from complying with the requirements of this Article, nor shall it restart the period of exemption in subdivision (3), or (5), subsection (c) of section 52-203 of this Code. Fees arising under this article shall continue to accrue at the applicable rate until the structure either no longer constitutes a Vacant Structure or qualifies for an exemption, all transfers of ownership notwithstanding. All fees arising under this article shall run with the property and failure to pay such fees may result in the city filing a lien that attaches to the property. Such liens shall be municipal code liens enforceable in rem pursuant to Ala. Code §§ 11-40-62 through 11-40-69.

Sec. 52-205. Right of appeal.

- (a) *Request for reconsideration.* The Owner shall have the right to request reconsideration by the Director of (i) the imposition of the registration fees imposed by this Article and/or (ii) the designation of a building as a Vacant Structure, by filing a request for reconsideration in writing to the Director no later than 15 calendar days after the date of the notice to the Owner that a property has been placed on the Vacant Structure Registry pursuant to section 52-203(b) or that fees are due under this Article. On the request for reconsideration, the Owner shall bear the burden of providing satisfactory proof that the building is occupied, that the building is not a Vacant Structure, or that the building is a Vacant Structure but exempt from registration.
- (b) *Director's determination.* Within 30 days, or as soon thereafter as is practicable, after the Director receives a request for reconsideration pursuant to section 52-205(a) above, the Director will contact the Owner(s) and afford them the opportunity to meet in person or virtually to present their request for reconsideration. Within 30 days, or as soon thereafter as is practicable after consideration of all information provided by the Owner, the Director shall grant or deny the request in writing and provide the Owner with a copy of the decision.
- (c) *Appeal of Director's decision.* If the Owner receives an unfavorable decision from the Director, the Owner may appeal that decision to the City Council for review at a public hearing, which may be conducted during a regularly scheduled City Council meeting. Within 15 days following the date of the notice of the Director's decision, an Owner may file a written appeal with the City Clerk, indicating the portion of the decision he or she claims is inaccurate or incorrect. As soon as practicable after receiving the appeal, the City Clerk will request a copy of the record from the Director and, following receipt of the record, will schedule a public hearing to consider the appeal. Notice of the public hearing shall be provided to the Owner who shall be afforded the opportunity to appear in person and be heard. As soon as practicable after conclusion of the public hearing, the City Council will determine whether the decision of the Director properly applied the provisions of this Article and will affirm the decision if it finds that the Director properly applied the provisions of this Article and the decision is supported by substantial evidence.
- (d) An Owner may appeal a decision of the City Council made pursuant to section 52-205(c) above, within thirty (30) days of its issuance to the Circuit Court of Mobile County.

Sec. 52-206. Penalties for Violations of this Article.

The failure or refusal of any Owner to register a Vacant Structure as required by this Article, knowingly providing false information or withholding information required to be provided by the registration requirements, or failure to comply with any of the provisions of this Article shall constitute a misdemeanor

offense, punishable upon conviction thereof by a fine of up to \$500, imprisonment for a period not to exceed six (6) months, and other penalties in accordance with Chapter 1 Article II of the Mobile City Code for each violation. Each month that an Owner knowingly fails or refuses to register a vacant structure as required by this Article shall be a separate violation. Criminal enforcement under this section is reserved for willful or repeated violations; nonpayment of fees may be pursued through civil remedies, including liens, under Section 52-208.

Sec. 52-207. Inspections, monitoring, corrective action.

- (a) At the time of registration, or at any time thereafter, the Code Official shall determine whether an inspection of a Vacant Structure is necessary to identify any conditions that present a threat to public safety.
- (b) The Code Official is authorized to conduct inspections of structures on the Vacant Structure Registry, and, to the extent feasible under the circumstances to take reasonable steps to ensure the structure (i) complies with the security and maintenance regulations for Vacant Structures in Section 52-209; (ii) is being kept weathertight and secure from trespassers; (iii) provides for safe entry to police officers and firefighters in times of emergency, (iv) does not impede private and/or public efforts to rehabilitate or maintain surrounding properties; (v) and does not present a public hazard. Inspection may be a visual inspection of the exterior of the vacant structure by the Code Official or his/her designee.
- (c) If the Code Official determines that an internal inspection is necessary, he/she will make a reasonable effort to locate the owner, the owner's authorized agent, or other person having charge or control of the structure (herein referred to collectively as the "Owner") and request entry. If the Owner fails or refuses to grant entry, the Code Official shall have recourse to the remedies provided by law to secure entry.
- (d) Any corrective action required to abate unsafe buildings and structural nuisances shall proceed under Article II of this Chapter 52.

Sec. 52-208. Non-payment; collection; municipal code liens.

- (a) Personal obligation; civil action. Except for Owners who have properly perfected an appeal under §52-205, any registration, renewal, or other non-penalty fee due under §52-204 constitutes a debt due to the City. The City may commence a civil action to collect any unpaid amount. Nothing herein limits the City's ability to assess late charges authorized by this Article.
- (b) Municipal code liens (civil penalties; enforcement/abatement costs). In lieu of, or in addition to, a civil action, the City may, upon nonpayment, record a Notice of Municipal Code Lien against the real property for any civil penalty imposed under this Article and any enforcement or abatement costs incurred to secure, inspect, re-inspect, board, clean, or otherwise remedy violations of this Article, consistent with Ala. Code §§11-40-62 through 11-40-69. Such municipal code liens do not include routine registration or renewal fees.
- (c) Recording; interest; priority; owner-occupied exclusion. Upon recordation in the Office of the Judge of Probate, a municipal code lien shall bear interest at seven and one-half percent (7.5%) per annum from the date of filing and shall be superior to all liens except tax liens, as provided in Ala. Code §§11-40-62(4) and 11-40-63(b). Owner-occupied real property is excluded from in-rem enforcement as provided in §11-40-63(a).

-
- (d) Notice of nonpayment. Prior to recording a municipal code lien or filing suit, the City shall provide written notice by certified mail to the Owner at the address of record; if undeliverable, the City may provide notice by first-class mail and posting a conspicuous notice on the structure.
 - (e) Foreclosure of municipal code liens. Municipal code liens may be enforced by judicial in-rem foreclosure pursuant to Ala. Code §§11-40-64 through 11-40-69 and City Code §52-139.
 - (f) Other lien authorities unaffected. This section does not limit the City's authority to assess and enforce assessment liens arising from unsafe structure abatement under Ala. Code §11-53B-1 et seq. or weed liens under Ala. Code §11-67-1 et seq., when those statutes are invoked.

Sec. 52-209. Vacant structure security and maintenance regulations.

- (a) It shall be the responsibility of the Owner of a Vacant Structure to ensure the following:
 - (1) Vacant Structures shall be secured so as not to be accessible to unauthorized persons. Securing of Vacant Structures includes, but is not limited to, closing and locking windows, doors, walk-through, sliding, and garage doors/gates, and any other opening that may allow access to the interior of the property and/or structures. In the case of broken windows securing means re-glazing or boarding the windows.
 - (2) The Owner shall ensure that the property on which the structure is located is continuously in compliance with the requirements of this Article and all applicable provisions of the city's building code.
 - (3) The Owner of a Vacant Structure shall perform or provide for the performance of periodic maintenance, including but not limited to grass cutting or leaf removal on a timely basis.
 - (4) The Owner shall maintain a policy of liability insurance with coverage for not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate protecting against injury or damage to person or property arising from the Vacant Structure and shall provide the Code Official proof of insurance upon request.
 - (5) The Owner shall ensure that the Vacant Structure is at all times protected by a fire alarm system(s) that detects fires, transmits alarm signals to the public safety answering point (PSAP) via a UL-listed central station and is continuously monitored, maintained, and inspected as required by the International Fire Code 2021 Edition Section 901.6 and NFPA 72, as currently enacted or as hereafter amended. The system shall be supported by a dedicated power source. If the power source is electricity, it must comply with the city's electrical code.
 - (6) The Owner shall ensure that the Vacant Structure has a plumbing system that either complies with the city's plumbing and building codes or is properly closed off and secured from infestation by rodents and insects.
 - (7) The Owner shall install and maintain a Knox Box, type and mounting location as required by the Fire Code Official.
 - (8) The Owner shall ensure that the Vacant Structure and surrounding property have exterior lighting as required by the Code Official.

Sec. 52-210. Relation to other codes and laws.

It is to be understood that the intent and purpose of this Article are separate and distinct from other parts and sections of this City Code and the general laws of the State of Alabama which may also be applicable. The provisions of this Article are applicable to the Owners of such Vacant Structures as set forth herein and are in addition to and not in lieu of all other applicable provisions of this City Code. Where a condition constitutes an unsafe building or structural nuisance under Article II of this Chapter, enforcement, abatement, and cost recovery shall proceed under Article II; this Article addresses registration, inspection, and monitoring of vacant structures before such conditions arise or in parallel where appropriate.

Sec. 52-211. Severability.

The provisions of this Article VIII are severable. If any part of this article is held to be invalid by a court of competent jurisdiction, the remaining provisions of this chapter and of this article shall remain in full force and effect.

Sec. 52-212. Effective Date

This Article shall be effective the first day of the first month commencing six (6) months following its adoption.

Sec. 52-213. Review.

Within twenty-four (24) months after the effective date of this Article, the Director shall report to the City Council on compliance, costs, and outcomes in the Henry Aaron Loop and recommend whether to (i) continue, (ii) modify, or (iii) expand the program citywide.

ADOPTED:

City Clerk

RESOLUTION

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

Adopted:

City Clerk

Notice of Public Hearing for the Proposed Modification of a
Previously Approved Planning Approval for Property
Located at 3610 and 3720 Michael Boulevard

Pursuant to Resolution of the Mobile, Alabama City Council adopted **August 5, 2025**, a public hearing will be held on the **9th** day of **September**, 2025, at 10:30 a.m., to consider adoption of an ordinance for the modification of a previously approved Planning Approval to allow the expansion of a private school athletic complex.

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 Planning Approval was approved on February 21, 2008, to allow the expansion of a private school athletic complex located at 3610 and 3720 Michael Boulevard and described as follows:

FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA, RUN THENCE NORTH 89°36' EAST, 1322.92 FEET; THENCE RUN SOUTH 00°32' EAST, 460 FEET TO THE POINT-OF-BEGINNING; THENCE CONTINUE SOUTH 00°32' EAST, 1545.17 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF MICHAEL BOULEVARD; THENCE RUN NORTH 74°09'49" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 637.97 FEET TO A POINT WHERE THE NORTH RIGHT-OF-WAY LINE OF MICHAEL BOULEVARD INTERSECTS THE EAST LINE OF MATTHEWS PARK ENTRANCE ROAD; THENCE RUN NORTH 00°32' WEST, ALONG SAID EAST LINE, 1366.94 FEET; THENCE RUN NORTH 89°36'48" EAST, 612.11 FEET TO THE POINT-OF-BEGINNING. TRACT CONTAINS 20.43 ACRES, MORE OR LESS.

ALSO,

LOT 1, MCGILL-TOOLEN ATHLETIC COMPLEX WEST, AS RECORDED ON INSTRUMENT # 2023070883, PROBATE RECORDS, MOBILE COUNTY, ALABAMA.

WHEREAS, the owner of said property applied for a Major Modification of the Planning Approval on March 17, 2025, to allow the expansion of a private school athletic complex.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on April 17, 2025, and recommended approval of the Major Modification of the Planning Approval subject to the following conditions:

1. Removal of references to off-site parking at the YMCA and Matthews Park;
2. Revision of the site plan to remove the note stating "cans will be supplied for city pick up", and replace it with "site will be serviced by the existing dumpster(s) available on site";

3. Placement of a note on the site plan that the site will fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC);
4. Retention of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
6. 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. Having considered the applicable factors, 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. 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 modification of the Planning Approval is hereby approved with the following required conditions:

1. Removal of references to off-site parking at the YMCA and Matthews Park;
2. Revision of the site plan to remove the note stating "cans will be supplied for city pick up", and replace it with "site will be serviced by the existing dumpster(s) available on site";
3. Placement of a note on the site plan that the site will fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC);
4. Retention of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
6. 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.

45NOTICE 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 9th day of September, 2025, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 13th day of August, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **3610 and 3720 Michael Boulevard**.

The proposed amendment will modify a Planning Approval that was approved for said location on February 21, 2008. The owner of said property has applied for a Major Modification of the **Planning Approval to allow the expansion of a private school athletic complex**. If approved, the Major Modification will allow the expansion of a private school athletic complex, subject to the following proposed conditions: 1. Removal of references to off-site parking at the YMCA and Matthews Park; 2. Revision of the site plan to remove the note stating "cans will be supplied for city pick up", and replace it with "site will be serviced by the existing dumpster(s) available on site"; 3. Placement of a note on the site plan that the site will fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC); 4. Retention of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council; 5. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and, 6. 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 Planning Approval was approved on February 21, 2008, to allow the expansion of a private school athletic complex located at 3610 and 3720 Michael Boulevard and described as follows:

FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA, RUN THENCE NORTH 89°36' EAST, 1322.92 FEET; THENCE RUN SOUTH 00°32' EAST, 460 FEET TO THE POINT-OF-BEGINNING; THENCE CONTINUE SOUTH 00°32' EAST, 1545.17 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF MICHAEL BOULEVARD; THENCE RUN NORTH 74°09'49" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 637.97 FEET TO A POINT WHERE THE NORTH RIGHT-OF-WAY LINE OF MICHAEL BOULEVARD INTERSECTS THE EAST LINE OF MATTHEWS PARK ENTRANCE ROAD; THENCE RUN NORTH 00°32' WEST, ALONG SAID EAST LINE, 1366.94 FEET; THENCE RUN NORTH 89°36'48" EAST, 612.11 FEET TO THE POINT-OF-BEGINNING. TRACT CONTAINS 20.43 ACRES, MORE OR LESS.

ALSO,

LOT 1, MCGILL-TOOLEN ATHLETIC COMPLEX WEST, AS RECORDED ON INSTRUMENT # 2023070883, PROBATE RECORDS, MOBILE COUNTY, ALABAMA.

WHEREAS, the owner of said property applied for a Major Modification of the Planning Approval on March 17, 2025, to allow the expansion of a private school athletic complex.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on April 17, 2025, and recommended approval of the Major Modification of the Planning Approval subject to the following conditions:

1. Removal of references to off-site parking at the YMCA and Matthews Park;
2. Revision of the site plan to remove the note stating "cans will be supplied for city pick up", and replace it with "site will be serviced by the existing dumpster(s) available on site";
3. Placement of a note on the site plan that the site will fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC);
4. Retention of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
6. 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. Having considered the applicable factors, 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. 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 modification of the Planning Approval is hereby approved with the following required conditions:

1. Removal of references to off-site parking at the YMCA and Matthews Park;
2. Revision of the site plan to remove the note stating "cans will be supplied for city pick up", and replace it with "site will be serviced by the existing dumpster(s) available on site";
3. Placement of a note on the site plan that the site will fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC);
4. Retention of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
6. 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

Rev. Bry Shields, McGill-Toolen Catholic High School (Eric J. Adams, P.E., Clark, Geer, Latham & Associates, Inc., Agent)
3610 and 3720 Michael Boulevard
Council District 5
Joel Daves



THE CITY OF MOBILE, AL
Planning & Zoning Department

MOBILE CITY PLANNING COMMISSION

July 29, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

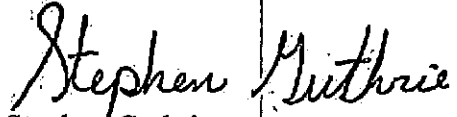
The Mobile City Planning Commission at its meeting on April 17, 2025, considered the request of Rev. Bry Shields, McGill-Toolen Catholic High School (Eric J. Adams, P.E., Clark, Geer, Latham & Associates, Inc., Agent), for a Major Modification of a previously approved Planning Approval to allow the expansion of a private school athletic complex, for the property located at 3610 and 3720 Michael Boulevard.

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

1. Removal of references to off-site parking at the YMCA and Matthews Park;
2. Revision of the site plan to remove the note stating “cans will be supplied for city pick up”, and replace it with “site will be serviced by the existing dumpster(s) available on site”;
3. Placement of a note on the site plan that the site will fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC);
4. Retention of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
6. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

A handwritten signature in cursive script that reads "Stephen Guthrie".

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

AMENDED

LETTER OF DECISION

June 27, 2025

Eric J. Adams
Clark, Geer, Latham & Associates, Inc.
3901 Springhill Avenue
Mobile, Alabama 36608

Re: 3720 Michael Boulevard
MOD-003287-2025
Rev. Bry Shields, McGill-Toolen Catholic High School (Eric J. Adams, P.E., Clark, Geer, Latham & Associates, Inc. Agent)
District 5
Major Modification of a previously approved Planning Approval allowing the expansion of a private school athletic complex.

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

At its meeting on April 17, 2025, the Planning Commission considered the above referenced application.

After discussion the Planning Commission determined the following Findings of Fact to support modification of the previously approved Planning Approval:

- 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. Having considered the applicable factors, 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.

As such, the Planning Commission voted to recommend approval of the Major Planning Approval Modification to the City Council, subject to the following conditions:

1. Removal of references to off-site parking at the YMCA and Matthews Park;
2. Revision of the site plan to remove the note stating, "cans will be supplied for city pick up", and replace it with "site will be serviced by the existing dumpster(s) available on site";
3. Placement of a note on the site plan that the site will fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC);
4. Retention of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
6. Full compliance with all municipal codes and ordinances.

The advertising fee for this application, based on the current legal description, is **\$467.40**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

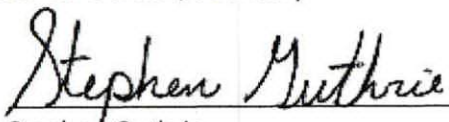
Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org)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

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By: 
Stephen Guthrie
Deputy Director of Planning and Zoning

3610 & 3720 Michael Boulevard

LIPSCOMB ATHLETIC COMPLEX (3610 Michael Boulevard)

LEGAL DESCRIPTION:

FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA, RUN THENCE NORTH 89°36' EAST, 1322.92 FEET; THENCE RUN SOUTH 00°32' EAST, 460 FEET TO THE POINT-OF-BEGINNING; THENCE CONTINUE SOUTH 00°32' EAST, 1545.17 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF MICHAEL BOULEVARD; THENCE RUN NORTH 74°09'49" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 637.97 FEET TO A POINT WHERE THE NORTH RIGHT-OF-WAY LINE OF MICHAEL BOULEVARD INTERSECTS THE EAST LINE OF MATTHEWS PARK ENTRANCE ROAD; THENCE RUN NORTH 00°32' WEST, ALONG SAID EAST LINE, 133.94 FEET; THENCE RUN NORTH 89°36'48" EAST, 612.11 FEET TO THE POINT-OF-BEGINNING. TRACT CONTAINS 20.43 ACRES, MORE OR LESS.

NEW BALL FIELDS (3720 Michael Boulevard)

LEGAL DESCRIPTION:

LOT 1, MCGILL-TOOLEN ATHLETIC COMPLEX WEST, AS RECORDED ON INSTRUMENT # 2023070883, PROBATE RECORDS, MOBILE COUNTY, ALABAMA.



2nd PA
Revised 6/26/25
Legal description
Page 439 of 944

3610 & 3720 Michael Boulevard

LIPSCOMB ATHLETIC COMPLEX (3610 Michael Boulevard)

LEGAL DESCRIPTION:

FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA, RUN THENCE NORTH 89°36' EAST, 1322.92 FEET; THENCE RUN SOUTH 00°32' EAST, 460 FEET TO THE POINT-OF-BEGINNING: THENCE CONTINUE SOUTH 00°32' EAST, 1545.17 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF MICHAEL BOULEVARD; THENCE RUN NORTH 74°09'49" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 637.97 FEET TO A POINT WHERE THE NORTH RIGHT-OF-WAY LINE OF MICHAEL BOULEVARD INTERSECTS THE EAST LINE OF MATTHEWS PARK ENTRANCE ROAD; THENCE RUN NORTH 00°32' WEST, ALONG SAID EAST LINE, 1366.94 FEET; THENCE RUN NORTH 89°36'48" EAST, 612.11 FEET TO THE POINT-OF-BEGINNING. TRACT CONTAINS 20.43 ACRES, MORE OR LESS.

NEW BALL FIELDS (3720 Michael Boulevard)

LEGAL DESCRIPTION:

LOT 1, MCGILL-TOOLEN ATHLETIC COMPLEX WEST, AS RECORDED ON INSTRUMENT # 2023070883, PROBATE RECORDS, MOBILE COUNTY, ALABAMA.

3610 & 3720 Michael Boulevard

LIPSCOMB ATHLETIC COMPLEX (3610 Michael Boulevard)

LEGAL DESCRIPTION:

FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA, RUN THENCE NORTH 89°36' EAST, 1322.92 FEET; THENCE RUN SOUTH 00°32' EAST, 460 FEET TO THE POINT-OF-BEGINNING: THENCE CONTINUE SOUTH 00°32' EAST, 1545.17 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF MICHAEL BOULEVARD; THENCE RUN NORTH 74°09'49" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 637.97 FEET TO A POINT WHERE THE NORTH RIGHT-OF-WAY LINE OF MICHAEL BOULEVARD INTERSECTS THE EAST LINE OF MATTHEWS PARK ENTRANCE ROAD; THENCE RUN NORTH 00°32' WEST, ALONG SAID EAST LINE, 133.94 FEET; THENCE RUN NORTH 89°36'48" EAST, 612.11 FEET TO THE POINT-OF-BEGINNING. TRACT CONTAINS 20.43 ACRES, MORE OR LESS.

NEW BALL FIELDS (3720 Michael Boulevard)

LEGAL DESCRIPTION:

LOT 3, RESUBDIVISION OF AND ADDITION TO LOT A, HEARIN-CHANDLER YMCA AND LOT 1, LAFAYETTE SQUARE EAST, AS RECORDED IN MAP BOOK 101 PAGE 17, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

April 21, 2025

Eric J. Adams
Clark, Geer, Latham & Associates, Inc.
3901 Springhill Avenue
Mobile, Alabama 36608

Re: 3720 Michael Boulevard
MOD-003287-2025
Rev. Bry Shields, McGill-Toolen Catholic High School (Eric J. Adama, P.E., Clark, Geer, Latham & Associates, Inc. Agent)
District 5
Major Modification of a previously approved Planning Approval allowing the expansion of a private school athletic complex.

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

At its meeting on April 17, 2025, the Planning Commission considered the above referenced application.

After discussion the Planning Commission determined the following Findings of Fact to support modification of the previously approved Planning Approval:

- 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. Having considered the applicable factors, 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.

As such, the Planning Commission voted to recommend approval of the Major Planning Approval Modification to the City Council, subject to the following conditions:

1. Removal of references to off-site parking at the YMCA and Matthews Park;
2. Revision of the site plan to remove the note stating, "cans will be supplied for city pick up", and replace it with "site will be serviced by the existing dumpster(s) available on site";
3. Placement of a note on the site plan that the site will fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC);
4. Retention of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
6. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description. **Please submit the current legal description of each property associated with the request, to the Planning and Zoning Department to obtain the advertising fee.** Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

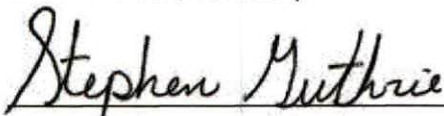
If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By:



Stephen Guthrie

Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION

March 28, 2025

PUBLIC HEARING NOTICE



Re: 3720 Michael Boulevard

MOD-003287-2025

Rev. Bry Shields, McGill-Toolen Catholic High School (Eric J. Adams, P.E., Clark, Geer, Latham & Associates, Inc., Agent)

District 5

Major Modification of a previously approved Planning Approval allowing the expansion of a private school athletic complex.

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, April 17, 2025, 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, April 16, 2025, 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.



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:	Eric J. Adams	Eric J. Adams
Firm:	Clark, Geer, Latham & Associates, Inc.	Clark, Geer, Latham & Associates, Inc.
Phone:	251-344-7073	251-344-7073
Email:	eadams@cglenginers.com	eadams@cglenginers.com
Address:	3901 Springhill Ave, Mobile, AL 36608	3901 Springhill Ave, Mobile, AL 36608

	Owner	Design Professional
Name:	Rev. Bry Shields	Eric J. Adams
Firm:	McGill Toolen Catholic High School	Clark, Geer, Latham & Associates, Inc.
Phone:	251-432-0784	251-344-7073
Email:	shieldsb@mcgill-toolen.org	eadams@cglenginers.com
Address:	1501 Old Shell Road, Mobile, AL 36604	3901 Springhill Ave, Mobile, AL 36608

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

3720 Michael BLVD

16.12 Acres

Property Address

Property Area (acres or square feet)

R02280725300003.000

Parcel Number(s) or Key Number(s)

B-1

N/A

Present Zoning or Transect District

Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

- Any Rezoning to a higher classification;
- Any application to create or modify a Planned Development; or
- 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.

Eric J. Adams

Digitally signed by Eric J. Adams
DN: cn=Eric J. Adams, email=eadams@cglenginers.com, cn=Eric J. Adams
Reason: I am approving this document
Date: 2020.03.17 11:53:11-0500

March 17, 2025

Owner Signature

Date

Eric J. Adams

Digitally signed by Eric J. Adams
DN: cn=Eric J. Adams, email=eadams@cglenginers.com, cn=Eric J. Adams
Reason: I am approving this document
Date: 2020.03.17 11:53:11-0500

March 17, 2025

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.

Eric J. Adams

Digitally signed by Eric J. Adams
DN: cn=Eric J. Adams, email=eadams@cglenginers.com, cn=Eric J. Adams
Reason: I am approving this document
Date: 2020.03.17 11:53:11-0500

Applicant or Agent Signature

Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

SUPPLEMENTAL DOCUMENTATION

Private or Parochial Schools

The following information is required to evaluate the conditional use application. Please provide all the following information as additional documentation.

SITE PLAN

- Building coverage shall not exceed forty (40) percent of the total lot area.
- N/A □ Not less than two (2) off-street parking spaces per classroom shall be provided for an elementary school, three (3) per classroom for a junior high school and eight (8) per classroom for a senior high school.
- Minimum yard dimensions should be: Front Yard depth, thirty (30) feet; Side Yard width, forty (40) feet; Rear Yard depth, forty (40) feet, provided that each of these dimensions should be increased by one foot for every foot by which the height of the building exceeds thirty-five (35) feet.
- Playgrounds, play fields and other active recreation facilities should not extend into required yards, and no structure for seating spectators at athletic events (except a gymnasium or auditorium completely enclosed within a building) should be located closer than two hundred (200) feet to any residential property line.
- One off-street parking space should be provided for every three (3) spectator seats in any such facility.
- N/A □ Off-street school bus loading spaces should be provided when school buses are to be used.
- Fences or planted buffer strips should be provided as determined by the Board to be necessary for safety purposes or to minimize possible adverse effects upon adjacent property.

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](#).

McGill-Toolen proposes to expand the Lipscomb Athletic Complex with additional sport practice fields for its students. In addition to daily practice field usage, the field will be utilized by CYO for practice and weekend games. McGill-Toolen wishes to incorporate the new ball fields into the Lipscomb Athletic Complex Master Plan which requires a major Master Plan modification. The property sits in a suburban center which calls for mixed use development. The proposed project serves the school community as a recreational and athletic facility for outdoor activities.

MIXED COMMERCIAL CORRIDOR

Future Land Use Map (FLUM) Designation

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

The surrounding properties are community related neighborhoods consisting of athletic ball fields, religious centers, business park and apartment rentals. The proposed project provides an athletic field for the school that already exists in the community sector.

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

The proposed project will be designed per City of Mobile codes and regulations and will not impact any future improvements of adjacent properties.

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

6. Please provide the following information:

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

973 Square Foot/Restroom/Concession Stand.

Building height to Ridge 22 feet tall

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

Tree row along Marion Beckham Road.

Wetlands with trees along south property end.

- ☐ Lighting:

No field light on this proposed projects.

Security lights at building

- ☐ Hours of operation:

Daytime Hours Only (Dawn to Dusk)

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

The proposed project will have shared parking with the Lipscomb Athletic Complex.

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 fields will NOT have noxious or offensive emissions that will be detrimental to the health of the public. The only

potential public nuisance will be noise from the players and public attending games and practice.

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.

McGill-Toolen is a parochial school and serves as an educational center for the youth of the community within the Mobile

community. The new fields will allow the school to host athletic events and host other schools in the community which will benefit

students throughout the City of Mobile.

Application Submission Contact Information

Name of Project Lipscomb Athletic Complex Master Plan Modification
Address 3720 Michael BLVD, Mobile, AL 36609

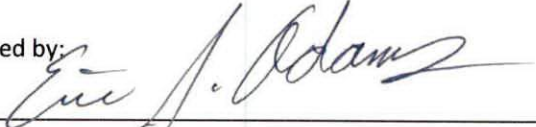
Owner McGill - Toolen Catholic High School
Address 1501 Old Shell Road, Mobile, Alabama Zip Code 36604
Phone 251-461-2130 Fax _____ Email wilsoncl@mcgill-toolen.org

Authorized Agent Eric Adams, PE
Address 3901 Springhill Ave, Mobile, AL Zip Code 36608
Phone 251-344-7073 Fax _____ Email eadams@cglengineers.com

Contractor TBD
Address _____ Zip Code _____
Phone _____ Fax _____ Email _____

Civil Engineer Eric Adams, PE
Address 3901 Springhill Avenue, Mobile, AL Zip Code 36608
Phone 251-344-7073 Fax _____ Email eadams@cglengineers.com

Architect Marty Reid
Address 3901 Springhill Ave, Mobile, AL Zip Code 36608
Phone 251-344-7073 Fax _____ Email mreid@cglengineers.com

Submitted by: 
Signature _____ Eric J. Adams
3/17/2025 _____
Date _____ Representative
Affiliation to project/Organization



March 13, 2025

City of Mobile Planning and Zoning
205 Government Street
3rd Floor, South Tower
Mobile, AL 36602

Re: McGill-Toolen PUD Modifications/Planning Approval/Sidewalk Waiver

We, McGill-Toolen Catholic High School, authorize Eric J. Adams, PE, Charles D. Tisher, JR. PE, and Clark, Geer, Latham & Associates to act as agents in regard to applications for the proposed PUD Modifications and Planning Approval for the New Ball Fields in conjunction with Lipscomb Athletic Complex.

Sincerely,

Reverend Bry Shields
President
McGill-Toolen High School



T. E. Latham, P.E., President
T. B. Clark, P.E., Exec. V. Pres.
E. J. Adams, P.E., V. Pres.
L. G. Snapp, AIA, LEED AP, V. Pres.,
K. S. Bowman, Dir

J. M. Clark, P.E., (1931 - 2016)
V. R. Geer, Jr., P.E. (1916 - 1994)

D. S. Carrier, P.L.S.
D. A. Benton, P.E.
C. D. Tisher Jr., P.E.
M. E. Reid, AIA
L. S. Rice, RA

McGill-Toolen wishes to incorporate new ball fields into the Lipscomb Athletic Complex Master Plan which requires a major PLA modification. McGill-Toolen proposes expanding the Lipscomb Athletic Complex with additional sport practice fields for its students. In addition to daily practice field usage, the field will be utilized by CYO for practice and weekend games and will have shared parking with the Lipscomb Athletic Complex. Practice and games that will be conducted on the new fields will not be taking place during the the official high school football games that will be played at Lipscomb Field, and will not affect the parking for either event. The property sits in a suburban center which calls for mixed use development. The proposed project serves the school community as a recreational and athletic facility for outdoor activities.

The proposed project will be designed per City of Mobile codes and regulations and will not impact any future improvements of adjacent properties nor require a zoning change.

CITY OF MOBILE
205 GOVERNMENT ST
MOBILE, AL 36602

CITYHOPE CHURCH AN ALABAMA
RELIGIOUS NON-PROFIT CORPORATION
4693 AIRPORT BLVD
MOBILE, AL 36608

OMNI JOINT VENTURE AN ALABAMA
GENERAL PARTNERSHIP
3742 PROFESSIONAL PKWY
MOBILE, AL 36609

SPAFFORD GORDON L
20933 COUNTY RD 49
SILVERHILL, AL 36576

FIRST ASSEMBLY OF GOD OF
1251 MONTROSE ST
MOBILE, AL 36605

MCGILL-TOOLEN CATHOLIC HIGH
SCHOOL C/O LISA B HANSEN GENERAL
COUNSE
356 GOVERNMENT ST
MOBILE, AL 36602

CITYHOPE CHURCH AN ALABAMA
RELIGIOUS NON-PROFIT CORPORATION
4693 AIRPORT BLVD
MOBILE, AL 36608

MCGILL-TOOLEN CATHOLIC HIGH
SCHOOL
1501 OLD SHELL RD
MOBILE, AL 36604

CITY OF MOBILE OFFICE OF CITY CLERK
PO BOX 1827
MOBILE, AL 36633

MOBILE CITY OF THE
P O BOX 1827
MOBILE, AL 36633

GULF HEALTH PROPERTIES INC
P O BOX 2226
MOBILE, AL 36652

CITY OF MOBILE OFFICE OF CITY CLERK
PO BOX 1827
MOBILE, AL 36633

CRUM CHANTEL M
3650 N HERITAGE DR
MOBILE, AL 36609

A & D PROPERTIES LLC
8781 THREE NOTCH RD
MOBILE, AL 36619

BUI HIEP VAN AND LINDA LA
REVOCABLE TRUST
13212 BOWEN ST
GARDEN GROVE, CA 92843

KING EMANUEL JR
3901 HIGGINS RD
MOBILE, AL 36619

DEMINGS WILLIE G
3628 HERITAGE DR N
MOBILE, AL 36609

THOMAS CHESTER
3622 HERITAGE DR N
MOBILE, AL 36609

LEE TRACY E
3618 HERITAGE DR N
MOBILE, AL 36609

BUTLER DENNIS J JR & SANDRETTA M
3620 HERITAGE DR N
MOBILE, AL 36609

NGUYEN LAN PHUONG
6063 SOUTHBEND DR S
MOBILE, AL 36619

MCGEE CHERYL E
3656 HERITAGE DR N
MOBILE, AL 36609

GIBBS ANGLEA
3750 HERITAGE DR N
MOBILE, AL 36609

ANDERSON KENNETH W & REBECCA S
ANDERSON
3614 HERITAGE DR N
MOBILE, AL 36609

KAMMER ANDREW
3752 HERITAGE DR N
MOBILE, AL 36609

JWO INVESTMENTS LLC
3755 PROFESSIONAL PKWY STE B
MOBILE, AL 36609

GRAYSON REESE & AMANDA GRAYSON
3612 HERITAGE DR N
MOBILE, AL 36609

MARSHALL KEYSHA R & JIMMIE
3754 HERITAGE DR N
MOBILE, AL 36609

BARDOS EFREN B
3610 HERITAGE DR NORTH
MOBILE, AL 36609

CRESCENT PROPERTIES LLC
7691 ROCKSTONE LN S
MOBILE, AL 36695



Agenda Item # 13

MOD-003287-2025, MOD-003280-2025, & SUB-SW-003279-2025

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

[Applicant Materials for Consideration – Planning Approval Modification](#)

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

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

DETAILS

Location:

3720 Michael Boulevard

Applicant / Agent:

Rev. Bry Shields, McGill-Toolen Catholic High School
(Eric J. Adams, P.E., Clark, Geer, Latham &
Associates, Inc., Agent)

Property Owner:

McGill-Toolen Catholic High School

Current Zoning:

B-1, Buffer Business Suburban District

Future Land Use:

Mixed Commercial Corridor

Applicable Codes, Policies, and Plans:

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

Schedule for Development:

- Not provided

Proposal:

- Modification of a previously approved Planning Approval
- Modification of a previously approved Planned Unit Development
- Waive construction of sidewalks along Michael Boulevard and Marion Beckham Drive.

Considerations:

1. Modification of a previously approved Planned Unit Development with six (6) conditions;
2. Modification of a previously approved Planning Approval with six (6) conditions; and
3. Sidewalk Waiver request along Marion Beckham Drive.

Report Contents:

	Page
Context Map	2
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Modification Considerations	6
Sidewalk Waiver Considerations	7
Exhibits	9

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial and residential units.

APPLICATION NUMBER	13	DATE	April 17, 2025	 NTS
APPLICANT	Rev. Bry Shields, McGill-Toolen Catholic High School			
REQUEST	PA Modification, PUD Modification, Sidewalk Waiver			

SITE HISTORY

In 1994, a Planning Approval and PUD were approved for the Western portion of the subject site to allow the addition of day care services to an existing community services facility (YMCA) and to allow multiple buildings on a single building site. The Planning Approval was amended in 2000, and modifications to the PUD occurred in 1994, 1998, and 2000.

Rezoning of the Western portion of the subject site from R-1, Single-Family Residential District, to B-1, Buffer Business District, was adopted by City Council at its November 29, 1994 meeting, subject to approval of a Planned Unit Development (PUD) and compliance with the residential buffer requirements of the Zoning Ordinance.

The Eastern portion of the subject site was before the Planning Commission in June 2007, as part of a one (1) lot Subdivision application, McGill-Toolen Athletic Complex Subdivision, which was recorded in Probate Court. The site also was the subject of Planning Approval and Planned Unit Development applications at the same meeting, which were then amended in February 2008 to allow the development of the existing sports complex. In August 2008, a sidewalk waiver was granted, which waived the construction of a sidewalk along Michael Boulevard.

Subdivision of the Western portion of the subject site to create a single legal lot of record was approved in 1998 and the plat was recorded in 1999. In 2003, subdivision of the lot into three (3) legal lots of record, to include vacated right-of-way along Downtowner Boulevard, was approved and the plat was subsequently recorded in Probate Court. Most recently, the Western portion of the subject site was part of a two (2) lot Subdivision, McGill-Toolen Athletic Complex West Subdivision approved by the Planning Commission at its October 5, 2023 meeting, which has been recorded in Probate Court.

The 2023 Subdivision application also had Major Modifications to the Planned Unit Development and Planning Approval to remove the Western portion of the subject site from the associated PUD and PAs.

A Sidewalk Waiver was approved in 1999 to waive construction of a sidewalk along what is now named Marion Beckham Drive, from Michael Boulevard to Matthews Park.

There have been no Board of Adjustment cases associated with the site.

STAFF COMMENTS

Engineering Comments:

Planning Approval Modification (MOD-003287-2025)

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of

Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.

4. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
5. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
6. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
7. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Planned Unit Development Modification (MOD-003280-2025)

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

Sidewalk Waiver

1. MICHAEL BLVD. - Due to the size of the existing roadside drainage ditch and adjacent wetlands it is recommended that this request be approved.
2. MARION BECKHAM DR. - Due to the size of the existing roadside drainage ditch and adjacent wetlands it is recommended that this request be approved for the first 300 feet from Michael Blvd. The remainder of Marion Beckham Dr. (approximately 800 feet) can support a sidewalk on the west side of the roadside drainage ditch.

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

Planning Approval and Planned Unit Development Modifications

Lot 1 of the McGill-Toolen Athletic Complex Subdivision, located on the East side of Marion Beckham Drive, is currently developed with a baseball field, a football field, and associated buildings and parking. Lot 1 of the McGill-Toolen Athletic Complex West Subdivision, located on the West side of Marion Beckham Drive, is currently vacant.

Detailed descriptions of both requests are available at via the links on page 1 of this report.

The site plan submitted depicts three (3) football/soccer fields, one (1) baseball/softball field, and a proposed concession stand. The applicant states that the two (2) lots will both utilize the existing parking on the East portion of the development, which has 914 parking spaces available. It should be noted that the site plan also references off-site parking available at the nearby Matthews Park and YMCA properties. However, as those properties are not included in the current applications, that information should be removed from the site plan, if approved.

There is a note on the site plan stating that "cans will be supplied for city pickup." However, the City does not provide pickup services for commercial developments outside of the downtown area. Furthermore, there is an existing dumpster on the sports complex site. As such, the site plan should be revised to correctly state that trash service for the site will be addressed via dumpster(s).

It should be noted that as the project will result in the Western portion of the site being developed for the first time, the site will be required to fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC).

It should be noted that future development or redevelopment of either lot may require additional modifications of the Planning Approval and PUD to be approved by the Planning Commission and City Council. A note stating as much should be placed on the recorded site plans, if approved.

Sidewalk Waiver

The site is currently undeveloped. Development of the site necessitates full compliance with the UDC standards which includes the provision of sidewalks along all street frontages. The Eastern part of the site was granted a sidewalk waiver in 2008 to waive construction of a sidewalk along Michael Boulevard. A sidewalk was built along Marion Beckham Drive.

As justification for the waiver the applicant states the following:

McGill Toolen is requesting a sidewalk waiver for this property due to the existing open ditches along Michael Boulevard and Marion Beckham Drive that is directly adjacent to the property line. Specifically, Michael Boulevard has an open ditch encompassing the right-of-way between the property line and roadway. The open ditches intersect at Michael and Marion Beckham and drains into an open culvert flowing under Marion Beckham, this does not allow for pedestrians to cross the intersection. Also, the open ditch along Marion Beckham will not allow pedestrians to cross Marion Beckham for over 720 feet. McGill-Toolen has an existing sidewalk along the east side of Marion Beckham to facilitate this property and Lipscomb Athletic Complex.

PLANNING APPROVAL / PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in Section 64-5-8-B.(5) states the following concerning Planned Unit Development / Planning Approval 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 for the Modified Planning Approval / Planned Unit Development, the following Findings of Fact must apply:

- 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:
 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. 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 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.

If approved, the following conditions could apply:

1. Removal of references to off-site parking at the YMCA and Matthews Park;
2. Revision of the site plan to remove the note stating "cans will be supplied for city pick up", and replace it with "site will be serviced by the existing dumpster(s) available on site";
3. Placement of a note on the site plan that the site will fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC);
4. Retention of a note on the Final Planning Approval and PUD site plans stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development and Planning Approval site plans prior to their recording in Probate Court, and the provision of copies of the recorded site plans (.pdf) to Planning and Zoning; and,
6. Full compliance with all municipal codes and ordinances.

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 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.

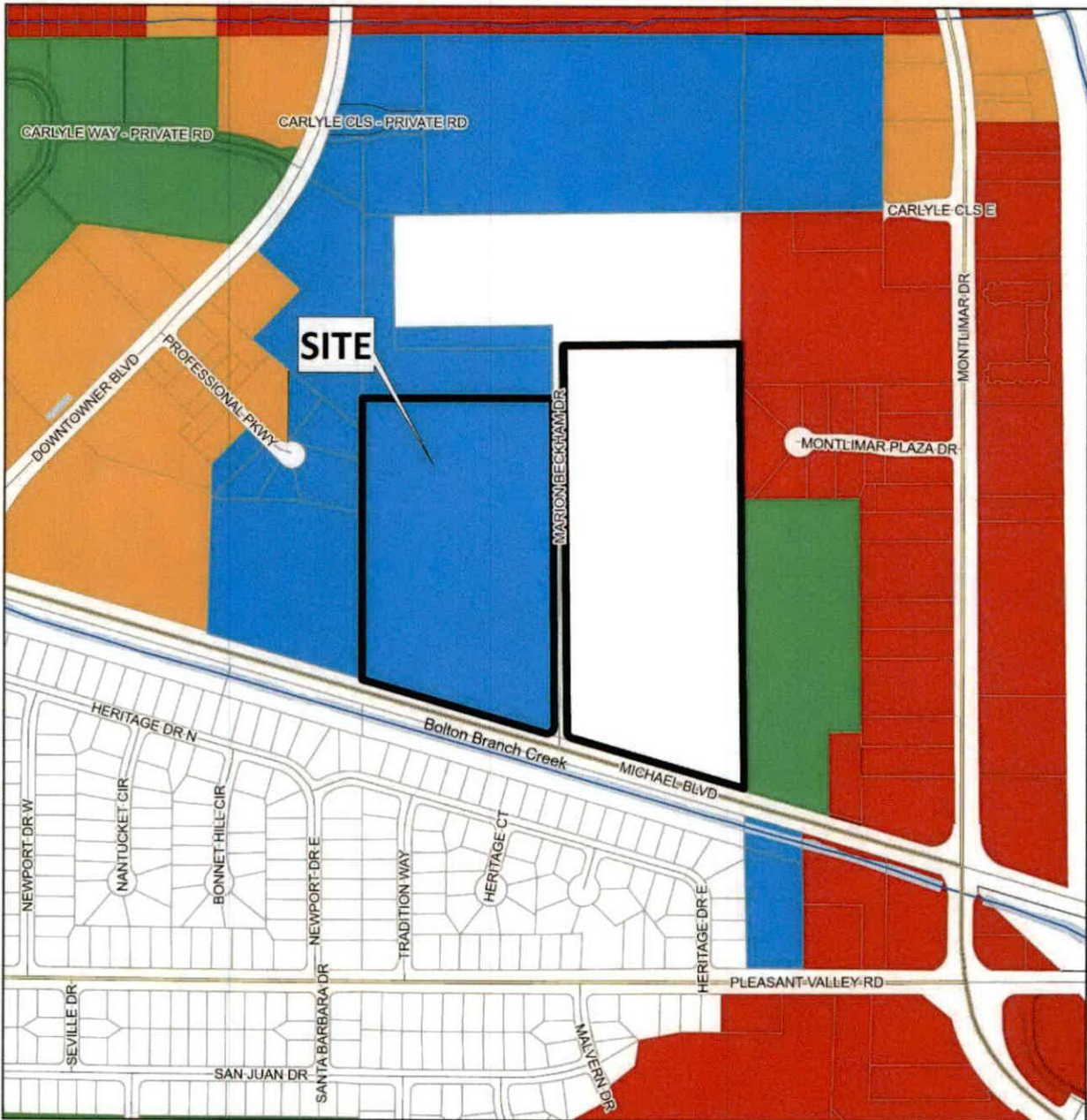
Considerations:

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;
2. The existing infrastructure in the area, such as adequate room for construction of a sidewalk, as well as connectivity to existing sidewalks and future sidewalks; and
3. Engineering comments, which indicate that there is sufficient room within the ROW, or within the property, for the construction of a sidewalk that could be permitted through the Land Disturbance/ROW Permit process.

8

LOCATOR ZONING MAP



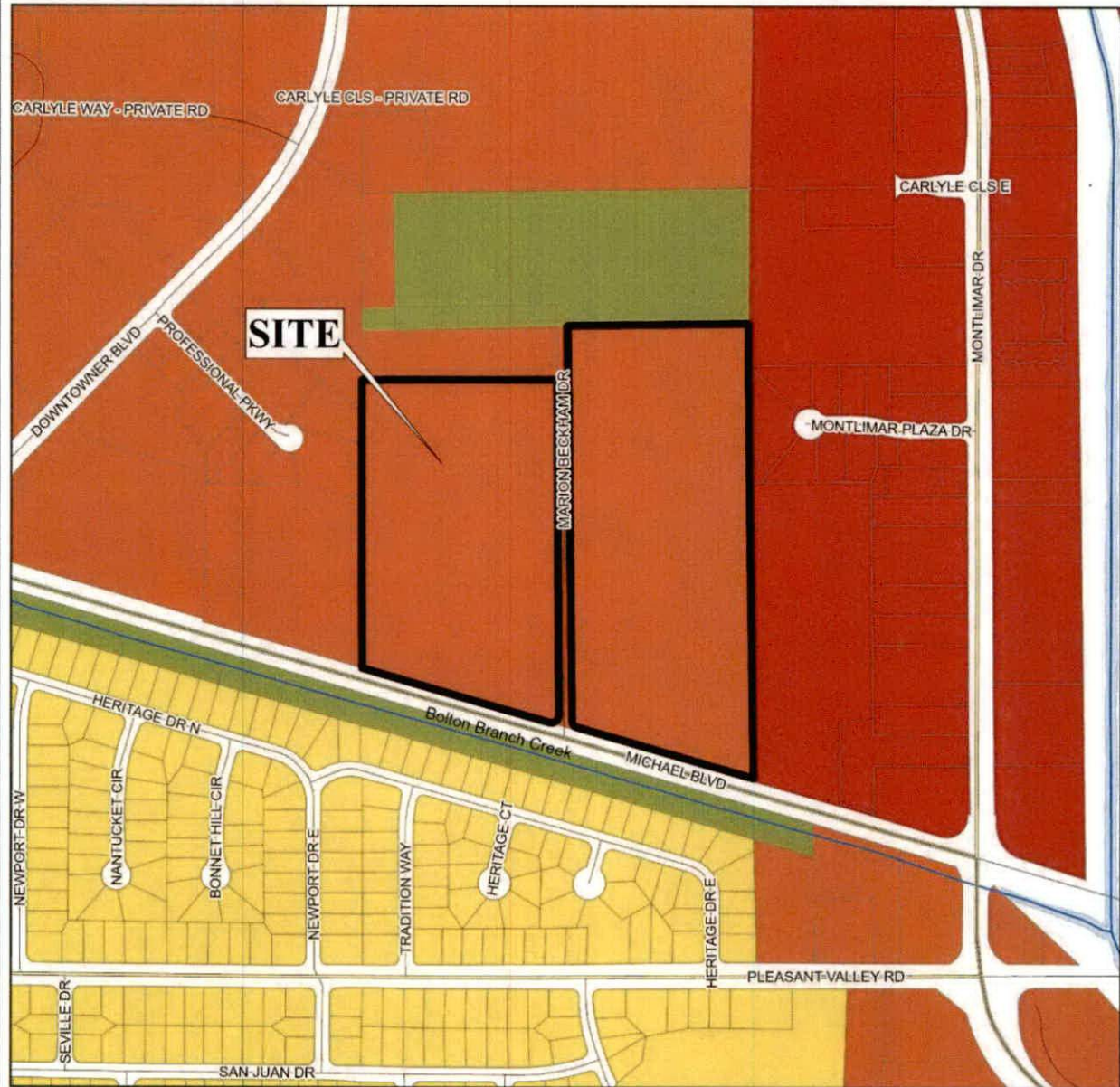
APPLICATION NUMBER 13 DATE April 17, 2025

APPLICANT Rev. Bry Shields, McGill-Toolen Catholic High School

REQUEST PA Modification, PUD Modification, Sidewalk Waiver



FLUM LOCATOR MAP



APPLICATION NUMBER 13 DATE April 17, 2025

APPLICANT Rev. Bry Shields, McGill-Toolen Catholic High School

REQUEST PA Modification, PUD Modification, Sidewalk Waiver

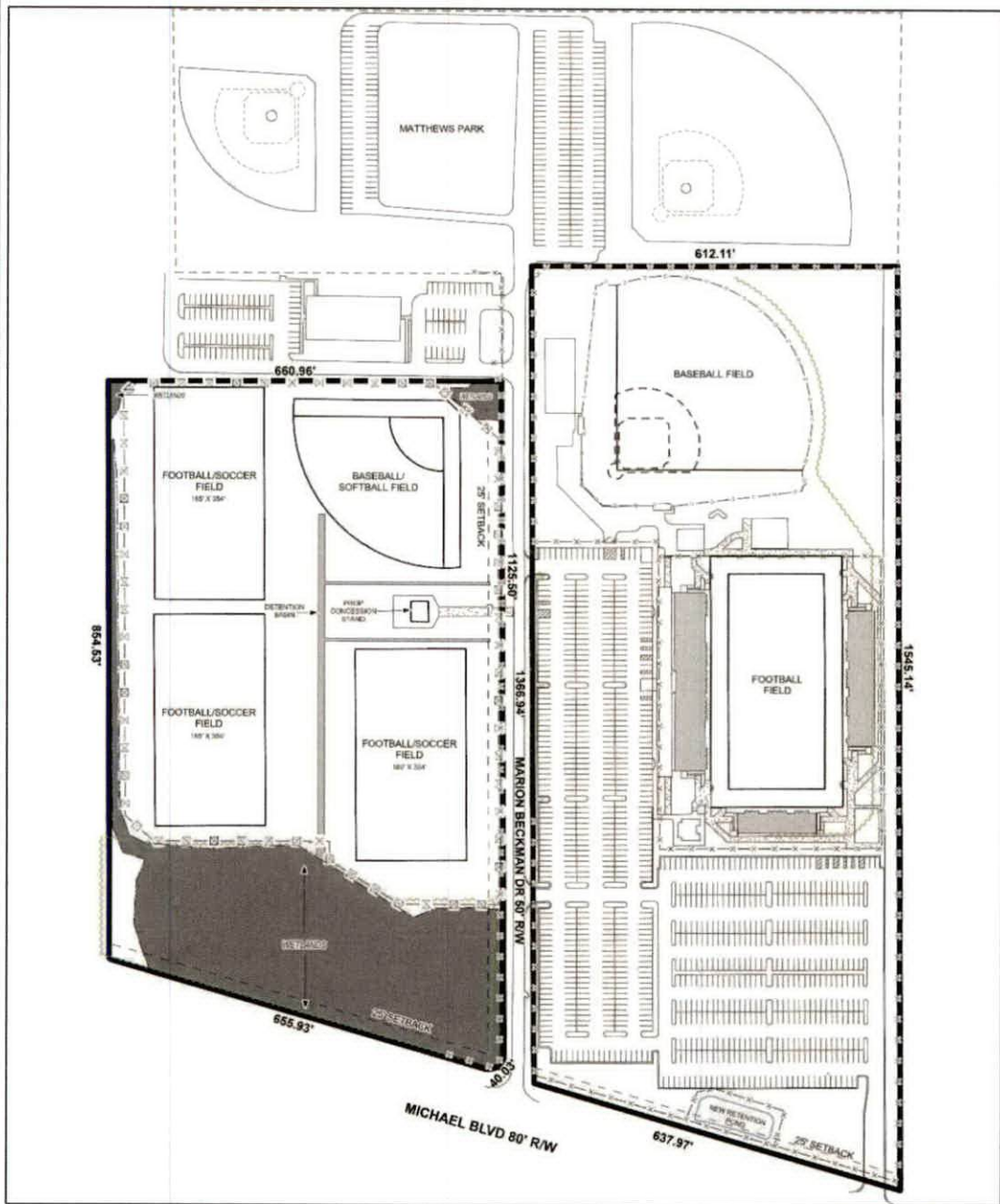
- | | | | |
|---------------------------|-----------------------------------|-------------------|-----------------|
| Low Density Residential | Neighborhood Center - Traditional | Light Industry | Water Dependent |
| Mixed Density Residential | Neighborhood Center - Suburban | Heavy Industry | |
| Downtown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



APPLICATION NUMBER 13 DATE April 17, 2025
 APPLICANT Rev. Bry Shields, McGill-Toolen Catholic High School
 REQUEST PA Modification, PUD Modification, Sidewalk Waiver

N
NTS

SITE PLAN

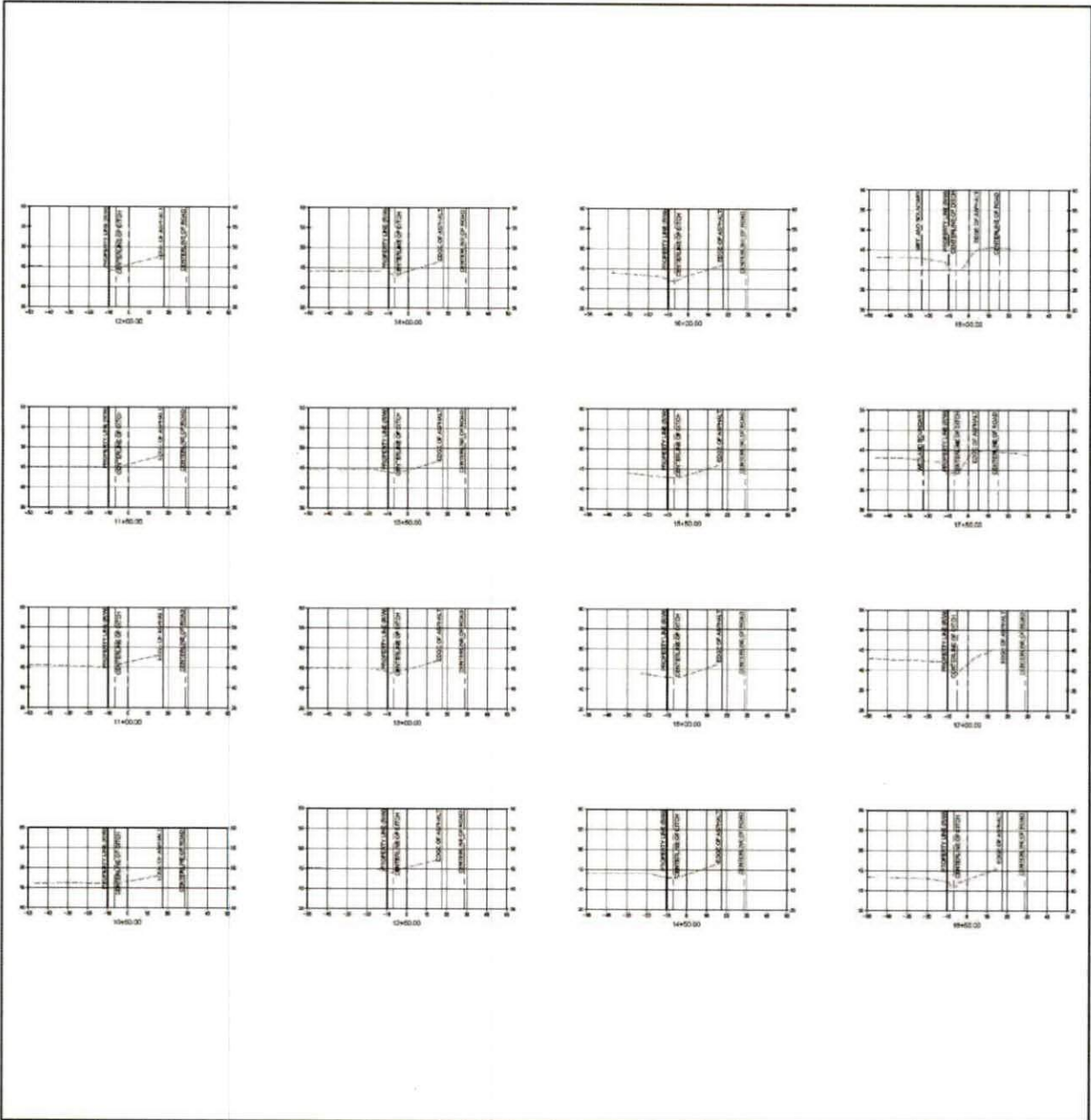


The site plan illustrates the existing wetlands, drives, parking, and proposed recreational facilities.

APPLICATION NUMBER	13	DATE	April 17, 2025
APPLICANT	Rev. Bry Shields, McGill-Toolen Catholic High School		
REQUEST	PA Modification, PUD Modification, Sidewalk Waiver		



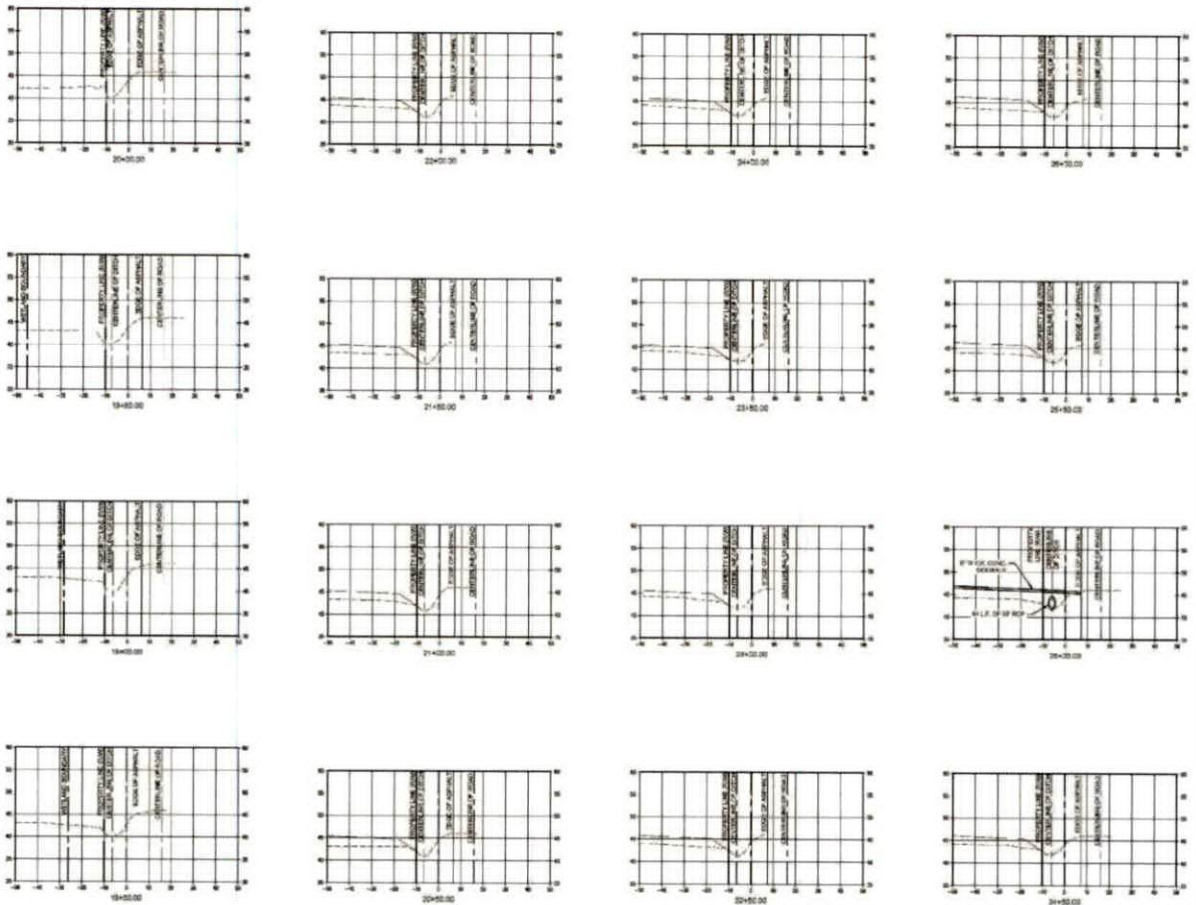
DETAIL SITE PLAN



APPLICATION NUMBER 13 DATE April 17, 2025
 APPLICANT Rev. Bry Shields, McGill-Toolen Catholic High School
 REQUEST PA Modification, PUD Modification, Sidewalk Waiver



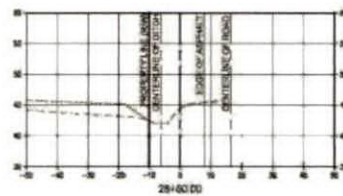
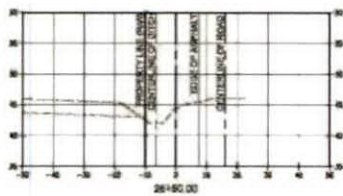
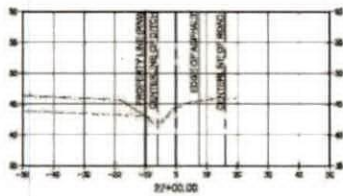
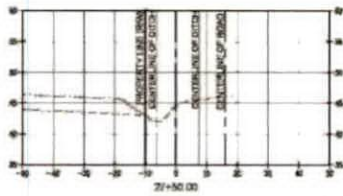
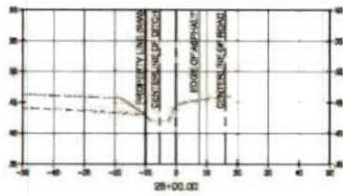
DETAIL SITE PLAN



APPLICATION NUMBER 13 DATE April 17, 2025
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 REQUEST PA Modification, PUD Modification, Sidewalk Waiver



DETAIL SITE PLAN



APPLICATION NUMBER 13 DATE April 17, 2025
 APPLICANT Rev. Bry Shields, McGill-Toolen Catholic High School
 REQUEST PA Modification, PUD Modification, Sidewalk Waiver



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

Zoning District Correspondence Matrix

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

MIXED COMMERCIAL CORRIDOR (MCC)

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

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

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

RESOLUTION

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

Adopted:

City Clerk

Notice of Public Hearing for the Proposed Modification of a
Previously Approved Planned Unit Development for Property
Located at 3610 and 3720 Michael Boulevard

Pursuant to Resolution of the Mobile, Alabama City Council adopted **August 5, 2025**, a public hearing will be held on the **9th** day of **September**, 2025, at 10:30 a.m., to consider adoption of an ordinance for the modification of a previously approved Planned Unit Development to allow the expansion of an existing stadium complex with multiple buildings on a single building site for the property located at 3610 and 3720 Michael 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 was approved on February 21, 2008, to allow the expansion of an existing stadium complex with multiple buildings on a single building site located at 3610 and 3720 Michael Boulevard and described as follows:

FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA, RUN THENCE NORTH 89°36' EAST, 1322.92 FEET; THENCE RUN SOUTH 00°32' EAST, 460 FEET TO THE POINT-OF-BEGINNING; THENCE CONTINUE SOUTH 00°32' EAST, 1545.17 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF MICHAEL BOULEVARD; THENCE RUN NORTH 74°09'49" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 637.97 FEET TO A POINT WHERE THE NORTH RIGHT-OF-WAY LINE OF MICHAEL BOULEVARD INTERSECTS THE EAST LINE OF MATTHEWS PARK ENTRANCE ROAD; THENCE RUN NORTH 00°32' WEST, ALONG SAID EAST LINE, 1366.94 FEET; THENCE RUN NORTH 89°36'48" EAST, 612.11 FEET TO THE POINT-OF-BEGINNING. TRACT CONTAINS 20.43 ACRES, MORE OR LESS.

ALSO,

LOT 1, MCGILL-TOOLEN ATHLETIC COMPLEX WEST, AS RECORDED ON INSTRUMENT # 2023070883, PROBATE RECORDS, MOBILE COUNTY, ALABAMA.

WHEREAS, the owner of said property applied for a Major Modification of the Planned Unit Development on March 17, 2025, to allow the expansion of an existing stadium complex with multiple buildings on a single building site.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on April 17, 2025, and recommended approval of the Major Modification of the Planned Unit Development (PUD) subject to the following conditions:

1. Removal of references to off-site parking at the YMCA and Matthews Park;

2. Revision of the site plan to remove the note stating “cans will be supplied for city pick up”, and replace it with “site will be serviced by the existing dumpster(s) available on site”;
3. Placement of a note on the site plan that the site will fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC);
4. Retention of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
6. 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. Having considered the applicable factors, 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. 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 modification of the Planning Approval is hereby approved with the following required conditions:

1. Removal of references to off-site parking at the YMCA and Matthews Park;
2. Revision of the site plan to remove the note stating “cans will be supplied for city pick up”, and replace it with “site will be serviced by the existing dumpster(s) available on site”;
3. Placement of a note on the site plan that the site will fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC);
4. Retention of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
6. 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 9th day of September, 2025, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 13th day of August, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **3610 and 3720 Michael Boulevard**.

The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on February 21, 2008. The owner of said property has applied for a Major Modification of the **PUD to allow the expansion of an existing stadium complex with multiple buildings on a single building site**. If approved, the Major Modification will allow the expansion of an existing stadium complex with multiple buildings on a single building site, subject to the following proposed conditions: 1. Removal of references to off-site parking at the YMCA and Matthews Park; 2. Revision of the site plan to remove the note stating "cans will be supplied for city pick up", and replace it with "site will be serviced by the existing dumpster(s) available on site"; 3. Placement of a note on the site plan that the site will fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC); 4. Retention of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council; 5. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and, 6. 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 was approved on February 21, 2008, to allow the expansion of an existing stadium complex with multiple buildings on a single building site located at 3610 and 3720 Michael Boulevard and described as follows:

FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA, RUN THENCE NORTH 89°36' EAST, 1322.92 FEET; THENCE RUN SOUTH 00°32' EAST, 460 FEET TO THE POINT-OF-BEGINNING; THENCE CONTINUE SOUTH 00°32' EAST, 1545.17 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF MICHAEL BOULEVARD; THENCE RUN NORTH 74°09'49" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 637.97 FEET TO A POINT WHERE THE NORTH RIGHT-OF-WAY LINE OF MICHAEL BOULEVARD INTERSECTS THE EAST LINE OF MATTHEWS PARK ENTRANCE ROAD; THENCE RUN NORTH 00°32' WEST, ALONG SAID EAST LINE, 1366.94 FEET; THENCE RUN NORTH 89°36'48" EAST, 612.11 FEET TO THE POINT-OF-BEGINNING. TRACT CONTAINS 20.43 ACRES, MORE OR LESS.

ALSO,

LOT 1, MCGILL-TOOLEN ATHLETIC COMPLEX WEST, AS RECORDED ON INSTRUMENT # 2023070883, PROBATE RECORDS, MOBILE COUNTY, ALABAMA.

WHEREAS, the owner of said property applied for a Major Modification of the Planned Unit Development on March 17, 2025, to allow the expansion of an existing stadium complex with multiple buildings on a single building site.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on April 17, 2025, and recommended approval of the Major Modification of the Planned Unit Development (PUD) subject to the following conditions:

1. Removal of references to off-site parking at the YMCA and Matthews Park;
2. Revision of the site plan to remove the note stating "cans will be supplied for city pick up", and replace it with "site will be serviced by the existing dumpster(s) available on site";
3. Placement of a note on the site plan that the site will fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC);
4. Retention of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
6. 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. Having considered the applicable factors, 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. 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 modification of the Planning Approval is hereby approved with the following required conditions:

- 1. Removal of references to off-site parking at the YMCA and Matthews Park;
- 2. Revision of the site plan to remove the note stating "cans will be supplied for city pick up", and replace it with "site will be serviced by the existing dumpster(s) available on site";
- 3. Placement of a note on the site plan that the site will fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC);
- 4. Retention of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
- 5. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
- 6. 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

Rev. Bry Shields, McGill-Toolen Catholic High School (Eric J. Adams, P.E., Clark, Geer,
Latham & Associates, Inc., Agent)
3610 and 3720 Michael Boulevard
Council District 5
Joel Daves



THE CITY OF MOBILE, AL
Planning & Zoning Department

MOBILE CITY PLANNING COMMISSION

July 29, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

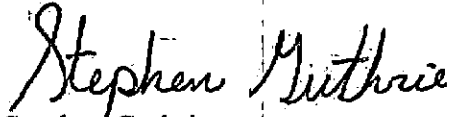
The Mobile City Planning Commission at its meeting on April 17, 2025, considered the request of Rev. Bry Shields, McGill-Toolen Catholic High School (Eric J. Adams, P.E., Clark, Geer, Latham & Associates, Inc., Agent), for a Major Modification of a previously approved Planned Unit Development (PUD) to allow the expansion of an existing stadium complex with multiple buildings on a single building site, for the property located at 3610 and 3720 Michael Boulevard.

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

1. Removal of references to off-site parking at the YMCA and Matthews Park;
2. Revision of the site plan to remove the note stating "cans will be supplied for city pick up", and replace it with "site will be serviced by the existing dumpster(s) available on site";
3. Placement of a note on the site plan that the site will fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC);
4. Retention of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
6. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

A handwritten signature in cursive script that reads "Stephen Guthrie". The signature is written in dark ink and is positioned above the printed name and title.

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

*****AMENDED*****

LETTER OF DECISION

June 27, 2025

Eric J. Adams
Clark, Geer, Latham & Associates, Inc.
3901 Springhill Avenue
Mobile, Alabama 36608

Re: 3720 Michael Boulevard
MOD-003280-2025
Rev. Bry Shields, McGill-Toolen Catholic High School (Eric J. Adams, P.E., Clark, Geer, Latham & Associates, Inc. Agent)
District 5
Major Modification of a previously approved Planned Unit Development allowing the expansion of an existing stadium complex with multiple buildings on a single building site.

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

At its meeting on April 17, 2025, the Planning Commission considered the above referenced application.

After discussion the Planning Commission determined the following Findings of Fact to support modification of the previously approved Planned Unit Development:

- 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. Having considered the applicable factors, 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.

As such, the Planning Commission voted to recommend approval of the Major Planned Unit Development Modification to the City Council, subject to the following conditions:

June 27, 2025

1. Removal of references to off-site parking at the YMCA and Matthews Park;
2. Revision of the site plan to remove the note stating, "cans will be supplied for city pick up", and replace it with "site will be serviced by the existing dumpster(s) available on site";
3. Placement of a note on the site plan that the site will fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC);
4. Retention of a note on the Final Planned Unit Development (PUD) site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
6. Full compliance with all municipal codes and ordinances.

The advertising fee for this application, based on the current legal description, is **\$477.66**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

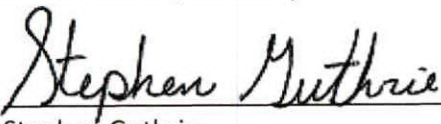
Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org)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

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By: 
Stephen Guthrie
Deputy Director of Planning and Zoning

3610 & 3720 Michael Boulevard

LIPSCOMB ATHLETIC COMPLEX (3610 Michael Boulevard)

LEGAL DESCRIPTION:

FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA, RUN THENCE NORTH 89°36' EAST, 1322.92 FEET; THENCE RUN SOUTH 00°32' EAST, 460 FEET TO THE POINT-OF-BEGINNING: THENCE CONTINUE SOUTH 00°32' EAST, 1545.17 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF MICHAEL BOULEVARD; THENCE RUN NORTH 74°09'49" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 637.97 FEET TO A POINT WHERE THE NORTH RIGHT-OF-WAY LINE OF MICHAEL BOULEVARD INTERSECTS THE EAST LINE OF MATTHEWS PARK ENTRANCE ROAD; THENCE RUN NORTH 00°32' WEST, ALONG SAID EAST LINE, 133.94 FEET; THENCE RUN NORTH 89°36'48" EAST, 612.11 FEET TO THE POINT-OF-BEGINNING. TRACT CONTAINS 20.43 ACRES, MORE OR LESS.

NEW BALL FIELDS (3720 Michael Boulevard)

LEGAL DESCRIPTION:

LOT 3, RESUBDIVISION OF AND ADDITION TO LOT A, HEARIN-CHANDLER YMCA AND LOT 1, LAFAYETTE SQUARE EAST, AS RECORDED IN MAP BOOK 101 PAGE 17, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

3610 & 3720 Michael Boulevard

LIPSCOMB ATHLETIC COMPLEX (3610 Michael Boulevard)

LEGAL DESCRIPTION:

FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA, RUN THENCE NORTH 89°36' EAST, 1322.92 FEET; THENCE RUN SOUTH 00°32' EAST, 460 FEET TO THE POINT-OF-BEGINNING: THENCE CONTINUE SOUTH 00°32' EAST, 1545.17 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF MICHAEL BOULEVARD; THENCE RUN NORTH 74°09'49" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 637.97 FEET TO A POINT WHERE THE NORTH RIGHT-OF-WAY LINE OF MICHAEL BOULEVARD INTERSECTS THE EAST LINE OF MATTHEWS PARK ENTRANCE ROAD; THENCE RUN NORTH 00°32' WEST, ALONG SAID EAST LINE, 133.94 FEET; THENCE RUN NORTH 89°36'48" EAST, 612.11 FEET TO THE POINT-OF-BEGINNING. TRACT CONTAINS 20.43 ACRES, MORE OR LESS.

NEW BALL FIELDS (3720 Michael Boulevard)

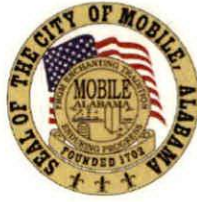
LEGAL DESCRIPTION:

LOT 1, MCGILL-TOOLEN ATHLETIC COMPLEX WEST, AS RECORDED ON INSTRUMENT # 2023070883, PROBATE RECORDS, MOBILE COUNTY, ALABAMA.

PUD

Revised 6/26/23

Legal Description Page 482 of 944



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

April 21, 2025

Eric J. Adams
Clark, Geer, Latham & Associates, Inc.
3901 Springhill Avenue
Mobile, Alabama 36608

Re: 3720 Michael Boulevard
MOD-003280-2025
Rev. Bry Shields, McGill-Toolen Catholic High School (Eric J. Adama, P.E., Clark, Geer, Latham & Associates, Inc. Agent)
District 5
Major Modification of a previously approved Planned Unit Development allowing the expansion of an existing stadium complex with multiple buildings on a single building site.

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

At its meeting on April 17, 2025, the Planning Commission considered the above referenced application.

After discussion the Planning Commission determined the following Findings of Fact to support modification of the previously approved Planned Unit Development:

- 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. Having considered the applicable factors, 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.

As such, the Planning Commission voted to recommend approval of the Major Planned Unit Development Modification to the City Council, subject to the following conditions:

April 21, 2025

1. Removal of references to off-site parking at the YMCA and Matthews Park;
2. Revision of the site plan to remove the note stating, "cans will be supplied for city pick up", and replace it with "site will be serviced by the existing dumpster(s) available on site";
3. Placement of a note on the site plan that the site will fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC);
4. Retention of a note on the Final Planned Unit Development (PUD) site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
6. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description. **Please submit the current legal description of each property associated with the request, to the Planning and Zoning Department to obtain the advertising fee.** Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

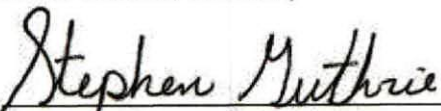
Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org)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

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By: 

Stephen Guthrie

Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION

March 28, 2025

PUBLIC HEARING NOTICE



Re: 3720 Michael Boulevard
MOD-003280-2025
Rev. Bry Shields, McGill-Toolen Catholic High School (Eric J. Adams, P.E., Clark, Geer,
Latham & Associates, Inc., Agent)
District 5
Major Modification of a previously approved Planned Unit Development allowing the
expansion of an existing stadium complex with multiple buildings on a single building site.

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, April 17, 2025, 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, April 16, 2025, 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.



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:	Eric J. Adams	Eric J. Adams
Firm:	Clark, Geer, Latham & Associates, Inc.	Clark, Geer, Latham & Associates, Inc.
Phone:	251-344-7073	251-344-7073
Email:	eadams@cglenginers.com	eadams@cglenginers.com
Address:	3901 Springhill Ave, Mobile, AL 36608	3901 Springhill Ave, Mobile, AL 36608

	Owner	Design Professional
Name:	Rev. Bry Shields	Eric J. Adams
Firm:	McGill Toolen Catholic High School	Clark, Geer, Latham & Associates, Inc.
Phone:	251-432-0784	251-344-7073
Email:	shieldsb@mcgill-toolen.org	eadams@cglenginers.com
Address:	1501 Old Shell Road, Mobile, AL 36604	3901 Springhill Ave, Mobile, AL 36608

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

3720 Michael BLVD	16.12 Acres
Property Address R02280725300003.000	Property Area (acres or square feet)
Parcel Number(s) or Key Number(s) B-1	N/A
Present Zoning or Transect District	Proposed Zoning or Transect District (if applicable)

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

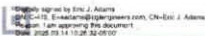
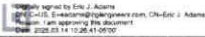
This requirement applies to any of the following applications:

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

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

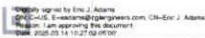
4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information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

Eric J. Adams		March 14, 2025
Owner Signature		Date
Eric J. Adams		March 14, 2025
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.

Eric J. Adams		March 14, 2025
Applicant or Agent Signature		Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

SUPPLEMENTAL DOCUMENTATION

Private or Parochial Schools

The following information is required to evaluate the conditional use application. Please provide all the following information as additional documentation.

SITE PLAN

- Building coverage shall not exceed forty (40) percent of the total lot area.
- N/A □ Not less than two (2) off-street parking spaces per classroom shall be provided for an elementary school, three (3) per classroom for a junior high school and eight (8) per classroom for a senior high school.
- Minimum yard dimensions should be: Front Yard depth, thirty (30) feet; Side Yard width, forty (40) feet; Rear Yard depth, forty (40) feet, provided that each of these dimensions should be increased by one foot for every foot by which the height of the building exceeds thirty-five (35) feet.
- Playgrounds, play fields and other active recreation facilities should not extend into required yards, and no structure for seating spectators at athletic events (except a gymnasium or auditorium completely enclosed within a building) should be located closer than two hundred (200) feet to any residential property line.
- One off-street parking space should be provided for every three (3) spectator seats in any such facility.
- N/A □ Off-street school bus loading spaces should be provided when school buses are to be used.
- Fences or planted buffer strips should be provided as determined by the Board to be necessary for safety purposes or to minimize possible adverse effects upon adjacent property.

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](#).

McGill-Toolen proposes to expand the Lipscomb Athletic Complex with additional sport practice fields for its students. In addition to daily practice field usage, the field will be utilized by CYO for practice and weekend games. McGill-Toolen wishes to incorporate the new ball fields into the Lipscomb Athletic Complex PUD which requires a major PUD modification. The property sits in a suburban center which calls for mixed use development. The proposed project serves the school community as a recreational and athletic facility for outdoor activities.

MIXED COMMERCIAL CORRIDOR

Future Land Use Map (FLUM) Designation

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

The surrounding properties are community related neighborhoods consisting of athletic ball fields, religious centers, business park and apartment rentals. The proposed project provides an athletic field for the school that already exists in the community sector.

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

The proposed project will be designed per City of Mobile codes and regulations and will not impact any future improvements of adjacent properties.

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

6. Please provide the following information:

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

973 Square Foot/Restroom/Concession Stand.

Building height to Ridge 22 feet tall

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

Tree row along Marion Beckham Road.

Wetlands with trees along south property end.

- ☐ Lighting:

No field light on this proposed projects.

Security lights at building

- ☐ Hours of operation:
Daytime Hours Only (Dawn to Dusk)

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

The proposed project will have shared parking with the Lipscomb Athletic Complex.

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 fields will NOT have noxious or offensive emissions that will be detrimental to the health of the public. The only

potential public nuisance will be noise from the players and public attending games and practice.

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.

McGill-Toolen is a parochial school and serves as an educational center for the youth of the community within the Mobile

community. The new fields will allow the school to host athletic events and host other schools in the community which will benefit

students throughout the City of Mobile.

Application Submission Contact Information

Name of Project Lipscomb Athletic Complex PUD Modification
Address 3720 Michael BLVD, Mobile, AL 36609

Owner McGill - Toolen Catholic High School
Address 1501 Old Shell Road, Mobile, Alabama Zip Code 36604
Phone 251-461-2130 Fax _____ Email wilsoncl@mcgill-toolen.org

Authorized Agent Eric Adams, PE
Address 3901 Springhill Ave, Mobile, AL Zip Code 36608
Phone 251-344-7073 Fax _____ Email eadams@cglengineers.com

Contractor TBD
Address _____ Zip Code _____
Phone _____ Fax _____ Email _____

Civil Engineer Eric Adams, PE
Address 3901 Springhill Avenue, Mobile, AL Zip Code 36608
Phone 251-344-7073 Fax _____ Email eadams@cglengineers.com

Architect Marty Reid
Address 3901 Springhill Ave, Mobile, AL Zip Code 36608
Phone 251-344-7073 Fax _____ Email mreid@cglengineers.com

Submitted by: 
Signature Eric J. Adams Print
3/14/2025 Date Representative
Date Affiliation to project/Organization

March 13, 2025

City of Mobile Planning and Zoning
205 Government Street
3rd Floor, South Tower
Mobile, AL 36602

Re: McGill-Toolen PUD Modifications/Planning Approval/Sidewalk Waiver

We, McGill-Toolen Catholic High School, authorize Eric J. Adams, PE, Charles D. Tisher, JR. PE, and Clark, Geer, Latham & Associates to act as agents in regard to applications for the proposed PUD Modifications and Planning Approval for the New Ball Fields in conjunction with Lipscomb Athletic Complex.

Sincerely,



Reverend Bry Shields
President
McGill-Toolen High School



T. E. Latham, P.E., President
T. B. Clark, P.E., Exec. V. Pres.
E. J. Adams, P.E., V. Pres.
L. G. Snapp, AIA, LEED AP, V. Pres.
K. S. Bowman, Dir

J. M. Clark, P.E., (1931 - 2016)
V. R. Geer, Jr., P.E. (1916 - 1994)

D. S. Carrier, P.L.S.
D. A. Benton, P.E.
C. D. Tisher Jr., P.E.
M. E. Reid, AIA
L. S. Rice, RA

McGill-Toolen wishes to incorporate new ball fields into the Lipscomb Athletic Complex PUD which requires a major PUD modification. McGill-Toolen proposes expanding the Lipscomb Athletic Complex with additional sport practice fields for its students. In addition to daily practice field usage, the field will be utilized by CYO for practice and weekend games and will have shared parking with the Lipscomb Athletic Complex. Practice and games that will be conducted on the new fields will not be taking place during the the official high school football games that will be played at Lipscomb Field, and will not affect the parking for either event. The property sits in a suburban center which calls for mixed use development. The proposed project serves the school community as a recreational and athletic facility for outdoor activities.

The proposed project will be designed per City of Mobile codes and regulations and will not impact any future improvements of adjacent properties nor require a zoning change.

CITY OF MOBILE 205 GOVERNMENT ST MOBILE, AL 36602	CITYHOPE CHURCH AN ALABAMA RELIGIOUS NON-PROFIT CORPORATION 4693 AIRPORT BLVD MOBILE, AL 36608	OMNI JOINT VENTURE AN ALABAMA GENERAL PARTNERSHIP 3742 PROFESSIONAL PKWY MOBILE, AL 36609
SPAFFORD GORDON L 20933 COUNTY RD 49 SILVERHILL, AL 36576	FIRST ASSEMBLY OF GOD OF 1251 MONTROSE ST MOBILE, AL 36605	MCGILL-TOOLEN CATHOLIC HIGH SCHOOL C/O LISA B HANSEN GENERAL COUNSE 356 GOVERNMENT ST MOBILE, AL 36602
CITYHOPE CHURCH AN ALABAMA RELIGIOUS NON-PROFIT CORPORATION 4693 AIRPORT BLVD MOBILE, AL 36608	MCGILL-TOOLEN CATHOLIC HIGH SCHOOL 1501 OLD SHELL RD MOBILE, AL 36604	CITY OF MOBILE OFFICE OF CITY CLERK PO BOX 1827 MOBILE, AL 36633
MOBILE CITY OF THE P O BOX 1827 MOBILE, AL 36633	GULF HEALTH PROPERTIES INC P O BOX 2226 MOBILE, AL 36652	CITY OF MOBILE OFFICE OF CITY CLERK PO BOX 1827 MOBILE, AL 36633
CRUM CHANTEL M 3650 N HERITAGE DR MOBILE, AL 36609	A & D PROPERTIES LLC 8781 THREE NOTCH RD MOBILE, AL 36619	BUI HIEP VAN AND LINDA LA REVOCABLE TRUST 13212 BOWEN ST GARDEN GROVE, CA 92843
KING EMANUEL JR 3901 HIGGINS RD MOBILE, AL 36619	DEMINGS WILLIE G 3628 HERITAGE DR N MOBILE, AL 36609	THOMAS CHESTER 3622 HERITAGE DR N MOBILE, AL 36609
LEE TRACY E 3618 HERITAGE DR N MOBILE, AL 36609	BUTLER DENNIS J JR & SANDRETTA M 3620 HERITAGE DR N MOBILE, AL 36609	NGUYEN LAN PHUONG 6063 SOUTHBEND DR S MOBILE, AL 36619
MCGEE CHERYL E 3656 HERITAGE DR N MOBILE, AL 36609	GIBBS ANGLEA 3750 HERITAGE DR N MOBILE, AL 36609	ANDERSON KENNETH W & REBECCA S ANDERSON 3614 HERITAGE DR N MOBILE, AL 36609
KAMMER ANDREW 3752 HERITAGE DR N MOBILE, AL 36609	JWO INVESTMENTS LLC 3755 PROFESSIONAL PKWY STE B MOBILE, AL 36609	GRAYSON REESE & AMANDA GRAYSON 3612 HERITAGE DR N MOBILE, AL 36609
MARSHALL KEYSHA R & JIMMIE 3754 HERITAGE DR N MOBILE, AL 36609	BARDOS EFREN B 3610 HERITAGE DR NORTH MOBILE, AL 36609	CRESCENT PROPERTIES LLC 7691 ROCKSTONE LN S MOBILE, AL 36695



Agenda Item # 13

MOD-003287-2025, MOD-003280-2025, & SUB-SW-003279-2025

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

[Applicant Materials for Consideration – Planning Approval Modification](#)

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

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

DETAILS

Location:

3720 Michael Boulevard

Applicant / Agent:

Rev. Bry Shields, McGill-Toolen Catholic High School
(Eric J. Adams, P.E., Clark, Geer, Latham &
Associates, Inc., Agent)

Property Owner:

McGill-Toolen Catholic High School

Current Zoning:

B-1, Buffer Business Suburban District

Future Land Use:

Mixed Commercial Corridor

Applicable Codes, Policies, and Plans:

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

Schedule for Development:

- Not provided

Proposal:

- Modification of a previously approved Planning Approval
- Modification of a previously approved Planned Unit Development
- Waive construction of sidewalks along Michael Boulevard and Marion Beckham Drive.

Considerations:

1. Modification of a previously approved Planned Unit Development with six (6) conditions;
2. Modification of a previously approved Planning Approval with six (6) conditions; and
3. Sidewalk Waiver request along Marion Beckham Drive.

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PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial and residential units.

APPLICATION NUMBER	13	DATE	April 17, 2025
APPLICANT	Rev. Bry Shields, McGill-Toolen Catholic High School		
REQUEST	PA Modification, PUD Modification, Sidewalk Waiver		

N



NTS

SITE HISTORY

In 1994, a Planning Approval and PUD were approved for the Western portion of the subject site to allow the addition of day care services to an existing community services facility (YMCA) and to allow multiple buildings on a single building site. The Planning Approval was amended in 2000, and modifications to the PUD occurred in 1994, 1998, and 2000.

Rezoning of the Western portion of the subject site from R-1, Single-Family Residential District, to B-1, Buffer Business District, was adopted by City Council at its November 29, 1994 meeting, subject to approval of a Planned Unit Development (PUD) and compliance with the residential buffer requirements of the Zoning Ordinance.

The Eastern portion of the subject site was before the Planning Commission in June 2007, as part of a one (1) lot Subdivision application, McGill-Toolen Athletic Complex Subdivision, which was recorded in Probate Court. The site also was the subject of Planning Approval and Planned Unit Development applications at the same meeting, which were then amended in February 2008 to allow the development of the existing sports complex. In August 2008, a sidewalk waiver was granted, which waived the construction of a sidewalk along Michael Boulevard.

Subdivision of the Western portion of the subject site to create a single legal lot of record was approved in 1998 and the plat was recorded in 1999. In 2003, subdivision of the lot into three (3) legal lots of record, to include vacated right-of-way along Downtowner Boulevard, was approved and the plat was subsequently recorded in Probate Court. Most recently, the Western portion of the subject site was part of a two (2) lot Subdivision, McGill-Toolen Athletic Complex West Subdivision approved by the Planning Commission at its October 5, 2023 meeting, which has been recorded in Probate Court.

The 2023 Subdivision application also had Major Modifications to the Planned Unit Development and Planning Approval to remove the Western portion of the subject site from the associated PUD and PAs.

A Sidewalk Waiver was approved in 1999 to waive construction of a sidewalk along what is now named Marion Beckham Drive, from Michael Boulevard to Matthews Park.

There have been no Board of Adjustment cases associated with the site.

STAFF COMMENTS

Engineering Comments:

Planning Approval Modification (MOD-003287-2025)

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of

Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.

4. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
5. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
6. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
7. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Planned Unit Development Modification (MOD-003280-2025)

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

Sidewalk Waiver

1. MICHAEL BLVD. - Due to the size of the existing roadside drainage ditch and adjacent wetlands it is recommended that this request be approved.
2. MARION BECKHAM DR. - Due to the size of the existing roadside drainage ditch and adjacent wetlands it is recommended that this request be approved for the first 300 feet from Michael Blvd. The remainder of Marion Beckham Dr. (approximately 800 feet) can support a sidewalk on the west side of the roadside drainage ditch.

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

Planning Approval and Planned Unit Development Modifications

Lot 1 of the McGill-Toolen Athletic Complex Subdivision, located on the East side of Marion Beckham Drive, is currently developed with a baseball field, a football field, and associated buildings and parking. Lot 1 of the McGill-Toolen Athletic Complex West Subdivision, located on the West side of Marion Beckham Drive, is currently vacant.

Detailed descriptions of both requests are available at via the links on page 1 of this report.

The site plan submitted depicts three (3) football/soccer fields, one (1) baseball/softball field, and a proposed concession stand. The applicant states that the two (2) lots will both utilize the existing parking on the East portion of the development, which has 914 parking spaces available. It should be noted that the site plan also references off-site parking available at the nearby Matthews Park and YMCA properties. However, as those properties are not included in the current applications, that information should be removed from the site plan, if approved.

There is a note on the site plan stating that "cans will be supplied for city pickup." However, the City does not provide pickup services for commercial developments outside of the downtown area. Furthermore, there is an existing dumpster on the sports complex site. As such, the site plan should be revised to correctly state that trash service for the site will be addressed via dumpster(s).

It should be noted that as the project will result in the Western portion of the site being developed for the first time, the site will be required to fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC).

It should be noted that future development or redevelopment of either lot may require additional modifications of the Planning Approval and PUD to be approved by the Planning Commission and City Council. A note stating as much should be placed on the recorded site plans, if approved.

Sidewalk Waiver

The site is currently undeveloped. Development of the site necessitates full compliance with the UDC standards which includes the provision of sidewalks along all street frontages. The Eastern part of the site was granted a sidewalk waiver in 2008 to waive construction of a sidewalk along Michael Boulevard. A sidewalk was built along Marion Beckham Drive.

As justification for the waiver the applicant states the following:

McGill Toolen is requesting a sidewalk waiver for this property due to the existing open ditches along Michael Boulevard and Marion Beckham Drive that is directly adjacent to the property line. Specifically, Michael Boulevard has an open ditch encompassing the right-of-way between the property line and roadway. The open ditches intersect at Michael and Marion Beckham and drains into an open culvert flowing under Marion Beckham, this does not allow for pedestrians to cross the intersection. Also, the open ditch along Marion Beckham will not allow pedestrians to cross Marion Beckham for over 720 feet. McGill-Toolen has an existing sidewalk along the east side of Marion Beckham to facilitate this property and Lipscomb Athletic Complex.

PLANNING APPROVAL / PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in Section 64-5-8-B.(5) states the following concerning Planned Unit Development / Planning Approval 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 for the Modified Planning Approval / Planned Unit Development, the following Findings of Fact must apply:

- 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:
 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. 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 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.

If approved, the following conditions could apply:

1. Removal of references to off-site parking at the YMCA and Matthews Park;
2. Revision of the site plan to remove the note stating "cans will be supplied for city pick up", and replace it with "site will be serviced by the existing dumpster(s) available on site";
3. Placement of a note on the site plan that the site will fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC);
4. Retention of a note on the Final Planning Approval and PUD site plans stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development and Planning Approval site plans prior to their recording in Probate Court, and the provision of copies of the recorded site plans (.pdf) to Planning and Zoning; and,
6. Full compliance with all municipal codes and ordinances.

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.

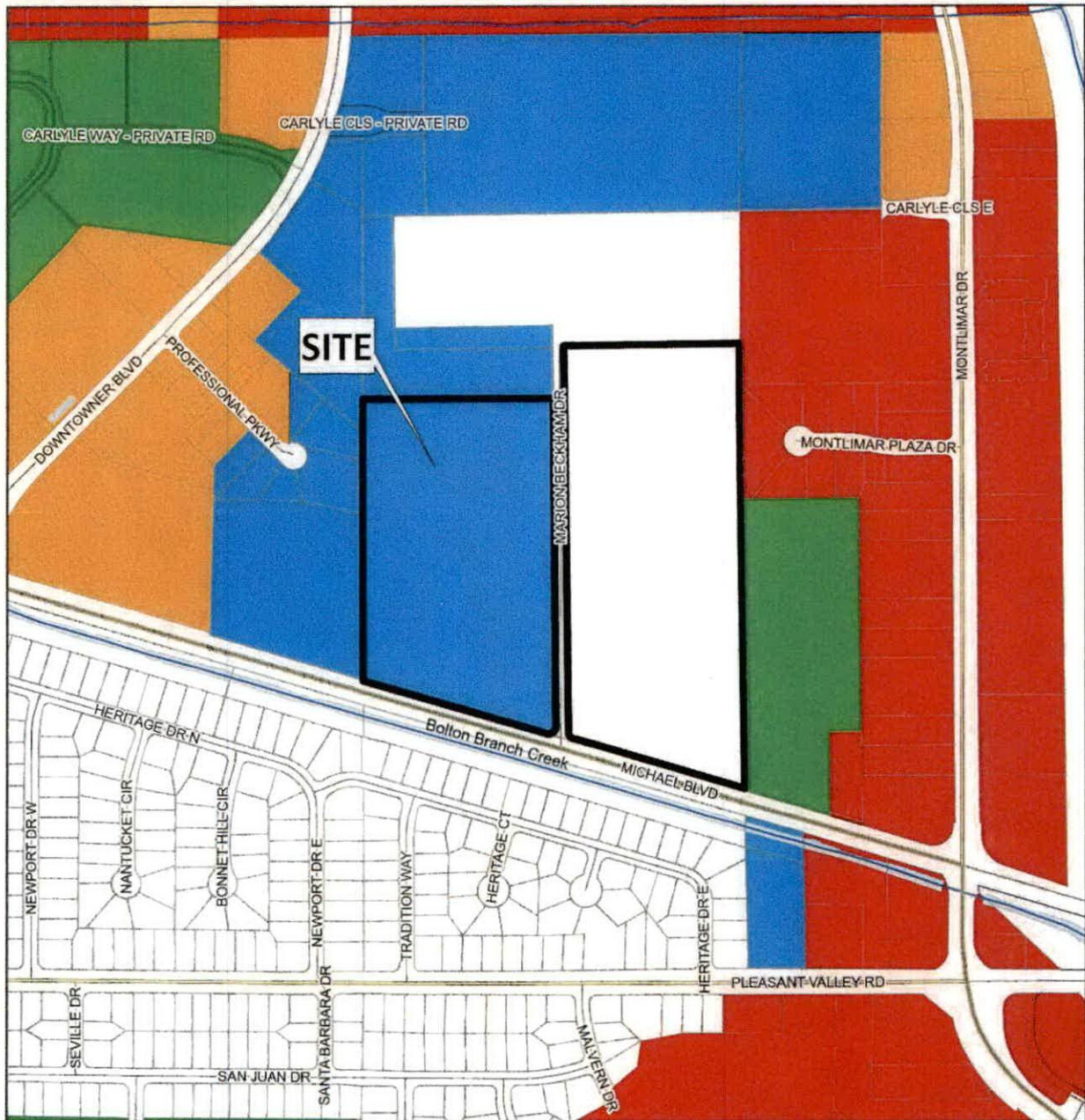
Sidewalks are encouraged, even in industrial developments, although the appropriateness of sidewalks should also take into account the existing infrastructure in the area, i.e., does the construction of the existing roadway safely allow for a sidewalk to be utilized.

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;
2. The existing infrastructure in the area, such as adequate room for construction of a sidewalk, as well as connectivity to existing sidewalks and future sidewalks; and
3. Engineering comments, which indicate that there is sufficient room within the ROW, or within the property, for the construction of a sidewalk that could be permitted through the Land Disturbance/ROW Permit process.

LOCATOR ZONING MAP



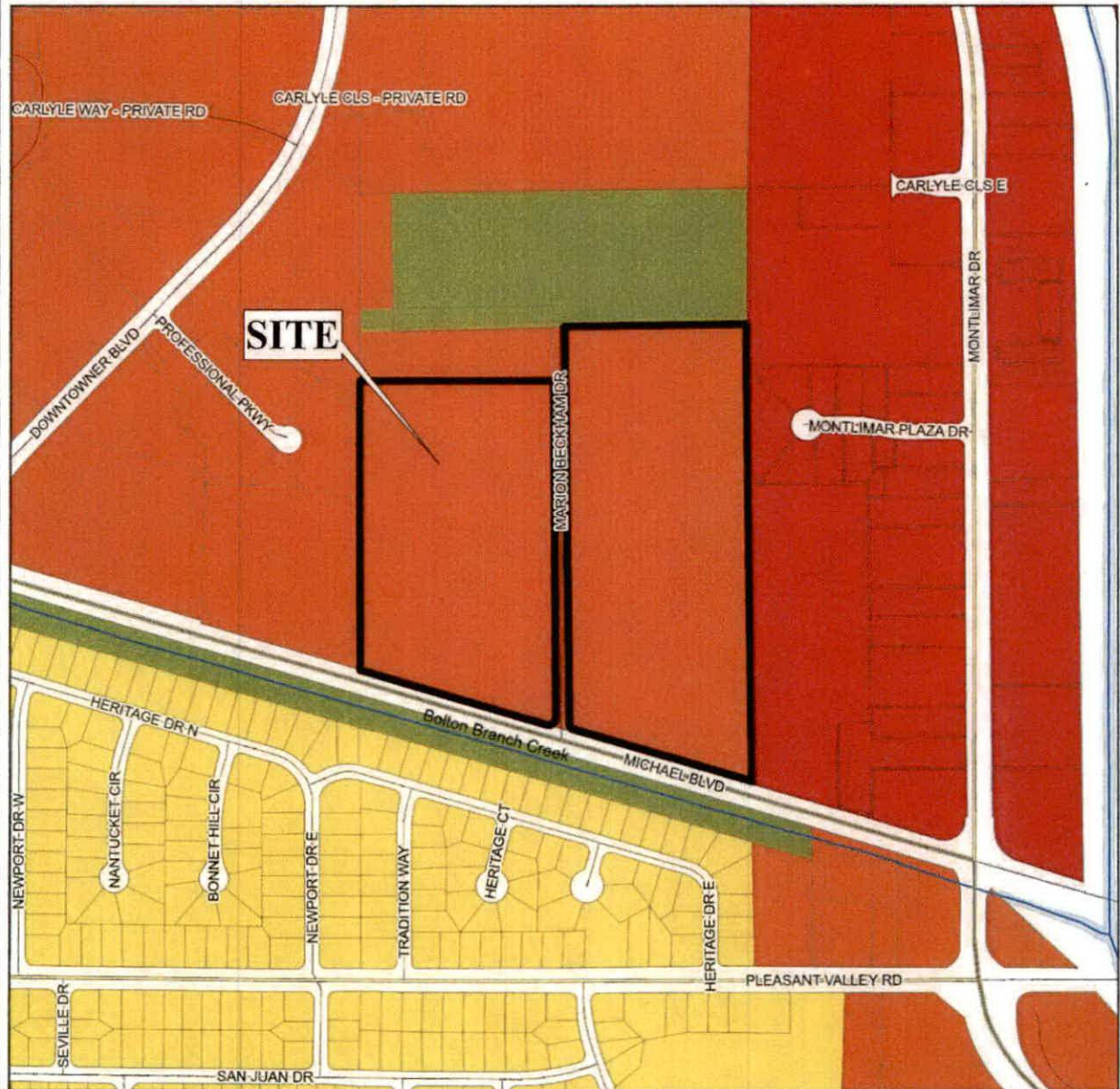
APPLICATION NUMBER 13 DATE April 17, 2025

APPLICANT Rev. Bry Shields, McGill-Toolen Catholic High School

REQUEST PA Modification, PUD Modification, Sidewalk Waiver



FLUM LOCATOR MAP



APPLICATION NUMBER 13 DATE April 17, 2025
 APPLICANT Rev. Bry Shields, McGill-Toolen Catholic High School
 REQUEST PA Modification, PUD Modification, Sidewalk Waiver

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

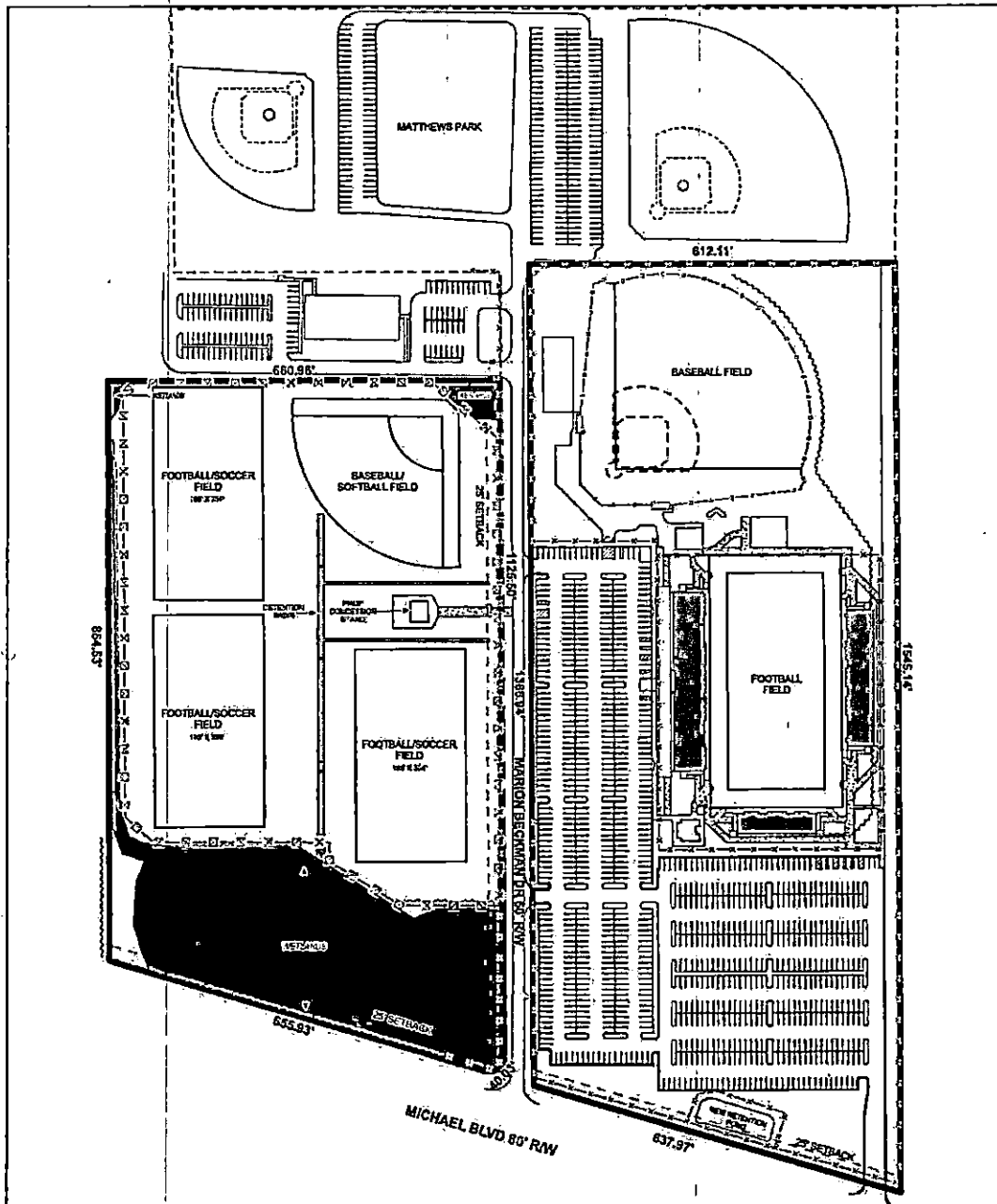


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APPLICATION NUMBER 13 DATE April 17, 2025
 APPLICANT Rev. Bry Shields, McGill-Toolen Catholic High School
 REQUEST PA Modification, PUD Modification, Sidewalk Waiver

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NTS

SITE PLAN

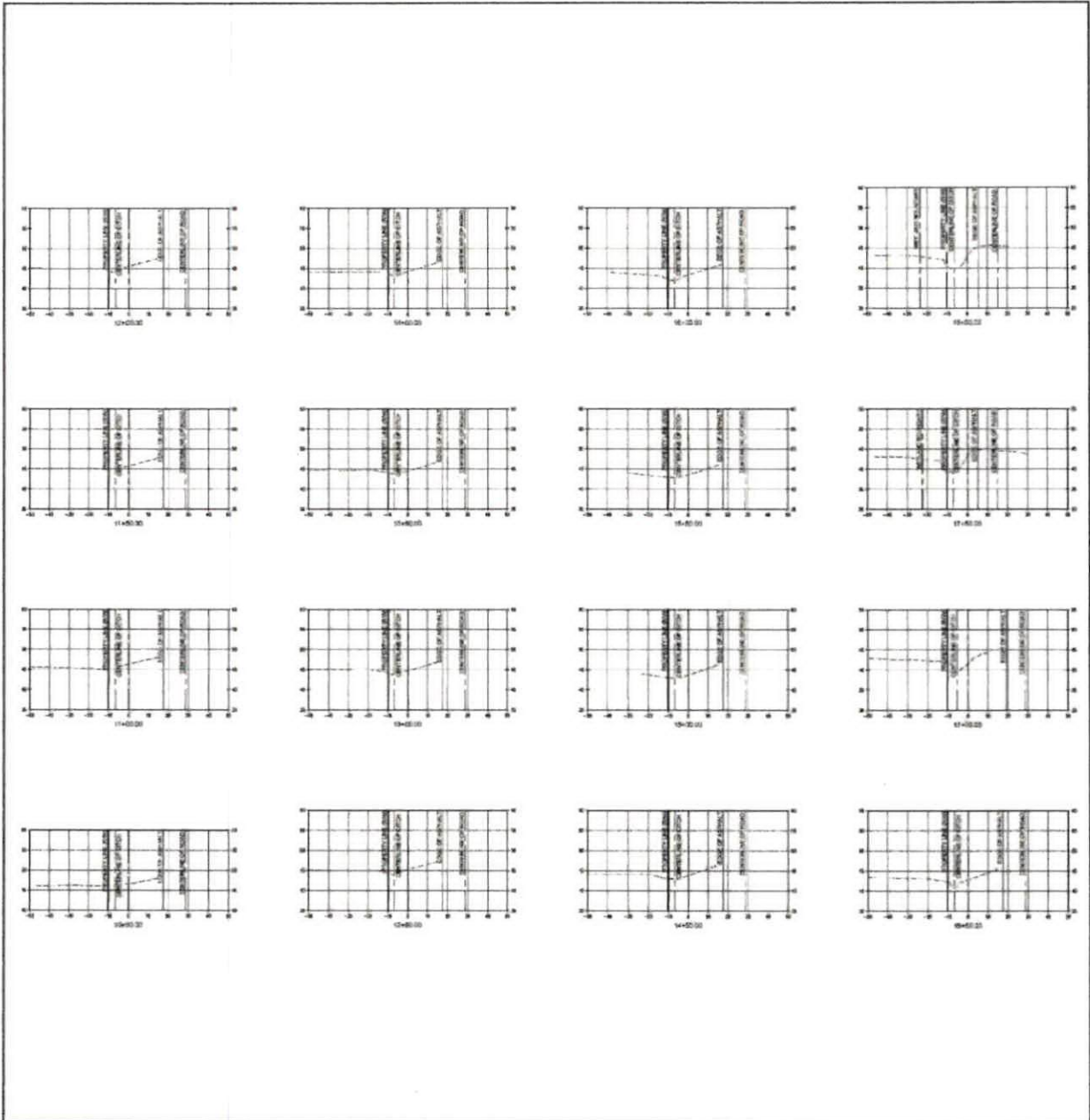


The site plan illustrates the existing wetlands, drives, parking, and proposed recreational facilities.

APPLICATION NUMBER	13	DATE	April 17, 2025
APPLICANT	Rev. Bry Shields, McGill-Toolen Catholic High School		
REQUEST	PA Modification, PUD Modification, Sidewalk Waiver		

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DETAIL SITE PLAN



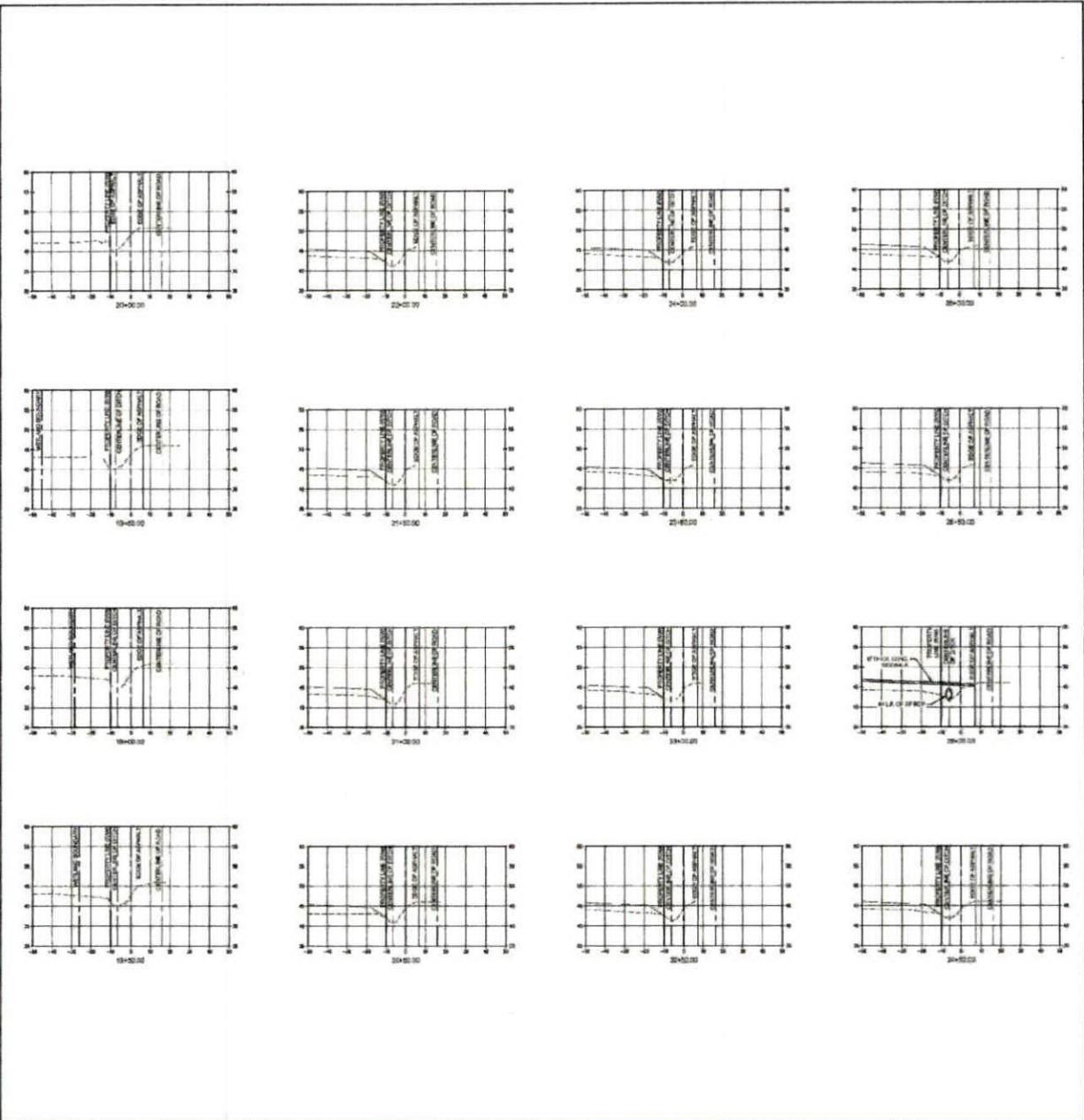
APPLICATION NUMBER 13 DATE April 17, 2025

APPLICANT Rev. Bry Shields, McGill-Toolen Catholic High School

REQUEST PA Modification, PUD Modification, Sidewalk Waiver



DETAIL SITE PLAN



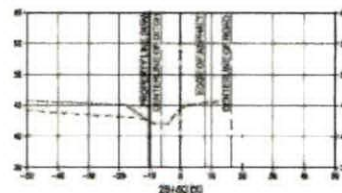
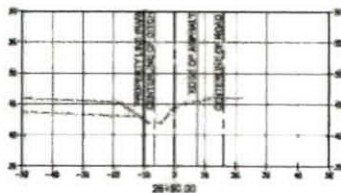
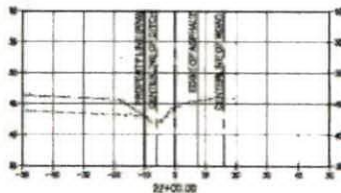
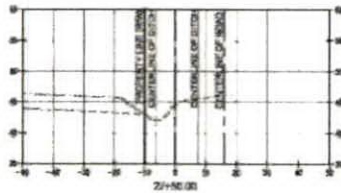
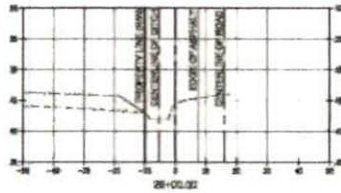
APPLICATION NUMBER 13 DATE April 17, 2025

APPLICANT Rev. Bry Shields, McGill-Toolen Catholic High School

REQUEST PA Modification, PUD Modification, Sidewalk Waiver



DETAIL SITE PLAN



APPLICATION NUMBER 13 DATE April 17, 2025

APPLICANT Rev. Bry Shields, McGill-Toolen Catholic High School

REQUEST PA Modification, PUD Modification, Sidewalk Waiver



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)

MIXED COMMERCIAL CORRIDOR (MCC)

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

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

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

RESOLUTION

Sponsored by: Cory Penn – District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances “adopted December 5, 2017, the accessory structure at **1606 KATYE 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. 7, 8 and 15; and**

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1606 KATYE STREET** described as:

LOT 13 BLK 11 LINCOLN PARK SUB 2 MBK 4/284 #SEC 44 T4S R1W #MP29
02 44 0 012

Parcel Number: 29 02 44 0 012 206

Last Assessed to: LANE ARMSTERE & RUTHA LANE C/O MCMILLIAN TRACY RENEE

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 **demolish** 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

NUISANCE ABATEMENT

1606 KATYE STREET

AGENDA PHOTO/WA



NUISANCE ABATEMENT

1606 KATYE STREET

AGENDA PHOTO/WA



NUISANCE ABATEMENT

1606 KATYE STREET

AGENDA PHOTO/WA





8/26/2025 8:39



NUISANCE ABATEMENT

1606 KATYE STREET

AGENDA PHOTO/WA



NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 06/03/2020

Property Address: 1606 Kayte 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 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.

MUNICIPAL ENFORCEMENT DIVISION

September 2, 2025



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, September 9, 2025.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1606 KATYE STREET.**
OWNED BY OR MAY HAVE AN INTEREST: **LANE ARMSTERE & RUTHA LANE C/O MCMILLIAN**
TRACY RENEE IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5,
NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached worksheet for all
other name and addresses from Real Estate)

PARCEL NUMBER: 29 02 44 0 012 206

COUNCIL DISTRICT 1 – CORY PENN

LEGAL DESCRIPTION: LOT 13 BLK 11 LINCOLN PARK SUB 2 MBK 4/284 #SEC 44 T4S R1W
#MP29 02 44 0 012

GJ/md



City of Mobile
Blight Survey 2019

Report Date - 5/22/2019 6:47:29 PM

Property Address

1606 KATYE ST

Property Details

Parcel Keyx	00661484	Local Historic Registry	
Status	Scored	National Historic Registry	
Blight Zone		Council District	1
Structure Type	RESIDENTIAL	Flood Zone 2018/2019	/

Survey Results

Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	N
Contributing Structure	N	Water Penetrating Structure	N
Vacant	N	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	N	Wall Compromised	Y
Proximity to Blight	N	Foundation Compromised	N
Survey Date	2/1/2019 12:00:00 AM	Comments	

Property Score

Score	49	Score Description	Review Committee
-------	----	-------------------	------------------

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 9/16/19

Affidavit of Mailed Notice



September 2, 2025

State of Alabama
County of Mobile

Subject Property – 1606 Katye Street.

My name and official title is David Daughenbaugh, Deputy Director of Municipal Enforcement, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1536 or by email address Daughenbaugh@cityofmobile.org.

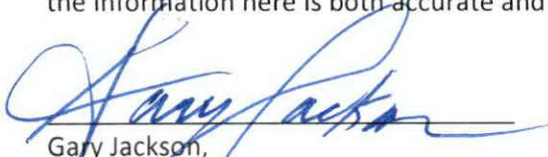
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 9 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet 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,
Deputy Director Municipal Enforcement

NUISANCE ABATEMENT WORKSHEET

RE: 1606 Katye Street

Original Date: April 9, 2020

1st Update: May 9, 2021

2nd Update: April 2, 2025

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: March 22, 2025

Per the Title Report, the owner is: Rutha Lane (1/2 interest) Armstare Lane, Jr. (1/2 interest)

Notes: Armstare Lane, Sr (aka Armstere on the Revenue Commission website and deed) and his wife Rutha (aka Ruth and or Ruthie) were owners of the property. When Armstare died, his will gave his 1/2 interest to his son Armstare Lane, Jr and his wife Ruth kept her 1/2 interest. I checked find a grave, local library website and ancestry to locate any information on a death date or an obituary for Ruth Lane and was unable to find any information. I spoke to Tracey McMillian on 4/3/2025. She advised Ruth died in 2014 but did not have the exact date. She also advised that Armstare Lane, Jr and Nevada Lane did not have any heirs. I requested assistance from Genealogy. They could not locate an obit for either owner. They did find that Armstare Lane Jr was deceased also as of April 1, 2017, but only located a small obit. I listed the 4 children listed in the Petition for Probate of the Will for Armstare Lane Sr. The Will only listed Armstare Lane, Jr as the heir of the property. Nevada Lane (son to Armstare and Ruth Lane) shows deceased per LexisNexis, and I was unable to locate an obituary

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|---|--|
| 1 | Owners
1606 Katye St
Mobile AL 36617-1815 | Subject/location address |
| 2 | Juanita Huff
2814 Greenback Dr
Mobile AL 36617-1830 | Daughter of 1/2 interest owner, Ruth Lane and sister of Armstare Lane, Jr. LexisNexis address good 2/2025 – Phone numbers are 251-623-4412, 251-229-7735 and 251-643-2932 good 2023 and 2025 |

- | | | |
|---|---|--|
| 3 | Youlanda Lane
1713 Princeton Woods Dr W
Mobile AL 36618-3259 | Daughter of ½ interest owner, Ruin Lane and sister of Armstare Lane, Jr. LexisNexis address good 2025. Phone number is 334-581-6584 good 4/2025 |
| 4 | Youlanda Lane
5725 Old Pascagoula Rd Apt 17
Mobile AL 36619-2135 | LexisNexis address good 11/2024 |
| 5 | Thelma Burke
Brandy Burke
601 W Main St
Mobile AL 36610-3841 | Sister-in-law of deceased owner Armstare Lane Sr. – Listed due to her daughter(Brandy Burke) paying taxes for 2019, 2020 & 2021 tax years per revenue Commission Website. She was also listed as Co-executrix of Armstare Lane Sr's Will. |
| 6 | Thelma Burke
1159 Pecan St
Mobile AL 36603-5768 | LexisNexis address good 3/2025 – Phone numbers 251-442-4050, 251-439-7774 and 251-605-4649 good 2025 |
| 7 | Brandy Burke
705 Oak Field Dr Unit 1
Mobile AL 36609-5939 | Niece of Armstare Lane Sr. Daughter of Thelma Burke. LexisNexis address good 2/2025 – Revenue Commission mailing address from 2019 to 2021. Phone numbers are 251-605-4649, 251-442-4050 and 251-434-4777 good 2025 |
| 8 | Tracey McMillian
Zola McMillian
1612 Katye St
Mobile AL 36617-1815 | Niece of Armstare Lane Sr. Daughter of Zola McMillian – Zola is 96 years old. Tracey paid taxes for 2022, 2023 & 2024. The address is the mailing address per Revenue Commission website Phone numbers are 251-721-6166 and 251-487-4349 good 2025 |

TAX STATUS: 2024 TAXES ARE PAID CURRENT

Parties with recorded liens per Title Report:

- | | | |
|---|---|---|
| 9 | University Hospitals
Administration
2451 University Hospital Dr
Mobile AL 36617-2300 | USA Hospitals vs the Estate of Armstare Lane, Sr.,
Case 2009-0541, dated 6/17/2009, recorded RP
6544 pg. 1391 |
|---|---|---|

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Armstare Lane & Rutha, filed 9/23/2019, recorded 9/30/2019, instrument number 2019057636.

Lis Pendens – Crowne Health Care of Mobile vs Armstare Lane, filed 9/5/2012, recorded 9/18/2012, BK 6935 Pg 676.

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement



Owners
1606 Katye Street
Mobile AL 36617-1815

July 17, 2025

RE: 1606 Katye Street
Project Number: ME-236-19

Dear Owners:

On June 17, 2025 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1606 Katye Street.

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

LOT 13 BLK 11 LINCOLN PARK SUB 2 MBK 4/284 #SEC 44 T4S R1W
#MP29 02 44 0 012

Parcel Number: 29 02 44 0 012 206

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

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

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

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

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

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

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

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

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

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

- a) Repair the structures / and or building by **August 31, 2025**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **August 31, 2025**, provide the Code Official with a work plan to accomplish the repairs by **August 31, 2025**, 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 **August 31, 2025**, which is 45 days from the date of this NOTICE.

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

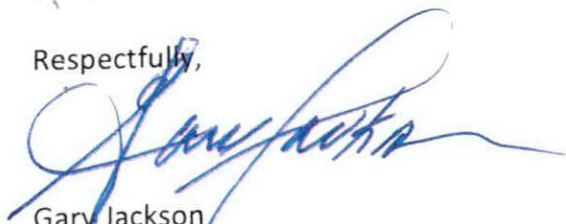
- IV. **NOTICE** is hereby given that on September 9, 2025 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☒ Repaired; or,
☒ Demolished

- 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

RESOLUTION

Sponsored by: William Carroll – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances “adopted December 5, 2017, the accessory structure at **270 OAK 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. 1, 2, 3, 4, 5, 7, 8, 10, 11, 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 **270 OAK DRIVE** described as:

LOTS 19 & 20 BLK 3 HARTWELL PLACE MBK 3 P 315 #SEC 44 T4S R1W
#MP29 02 44 0 030

Parcel Number: 29 02 44 0 030 232

Last Assessed to: SLACK TREASURE LAVERT C/O URISHICA D KYLES

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 **demolish** 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

September 2, 2025



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, September 9, 2025**.

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **270 OAK DRIVE**. OWNED BY OR MAY HAVE AN INTEREST: **SLACK TREASURE LAVERT C/O URISHICA D KYLES** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached worksheet for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 02 44 0 030 232

COUNCIL DISTRICT 2 – WILLIAM CARROLL

**LEGAL DESCRIPTION: LOTS 19 & 20 BLK 3 HARTWELL PLACE MBK 3 P 315 #SEC 44 T4S R1W
#MP29 02 44 0 030**

GJ/md



City of Mobile
Blight Survey Rentals 2023

Report Date: Friday, July 28, 2023

Property Address

270 OAK DR

Property Details

PARCEL KEYX	00704848	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	COMPLETE	NATIONAL HISTORIC REGISTRY	
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	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	Y
OPEN BUILDING PERMITS		ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	Y	WALL COMPROMISED	N
PROXIMITY TO BLIGHT	N	FOUNDATION COMPROMISED	Y
SURVEY DATE		COMMENTS	

Property Score

SCORE	68	SCORE DESCRIPTION	Demo
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Notes

IC

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE

11-14-23

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams

Date: 12/27/2023

Property Address: 270 Oak 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 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.







NUISANCE ABATEMENT

270 OAK DRIVE

AGENDA PHOTO/WA







Affidavit of Mailed Notice



September 2, 2025

State of Alabama
County of Mobile

Subject Property – 270 Oak Drive.

My name and official title is David Daughenbaugh, Deputy Director of Municipal Enforcement, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1536 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 5 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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


Gary Jackson
Deputy Director Municipal Enforcement

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement



Treasure Lavert Slack
Shirley Tyler
Dedrick Lamar Tyler
270 Oak Drive
Mobile AL 36617-3713

July 17, 2025

RE: 270 Oak Drive
Project Number: ME-139-23

Dear Treasure Lavert Slack, Shirley Tyler, Dedrick Lamar Tyler:

On June 17, 2025 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 270 Oak Drive.

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

LOTS 19 & 20 BLK 3 HARTWELL PLACE MBK 3 P 315 #SEC 44 T4S
R1W #MP29 02 44 0 030

Parcel Number: 29 02 44 0 030 232

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

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

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

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

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

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

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

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

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

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

- a) Repair the structures / and or building by **August 31, 2025**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **August 31, 2025**, provide the Code Official with a work plan to accomplish the repairs by **August 31, 2025**, 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 **August 31, 2025**, 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 **September 9, 2025 at 10:30 a.m.**, a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☒ Repaired; or,
☒ Demolished

- 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: 1st UPDATE 270 Oak Drive

Original Date: December 4, 2023

1st Update: March 24, 2025

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: March 22, 2025

Per the Title Report, the owner is: Treasure Lavert Slack

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|--|---|
| 1 | Treasure Lavert Slack
Shirley Tyler
Dedrick Lamar Tyler
270 Oak Drive
Mobile AL 36617-3713 | Owner and Shirley Tyler is a payor of property taxes.
Subject/location address. LexisNexis address good 2023
Phone number 251-554-3689 good 8/2021 |
| 2 | Treasure Lavert Slack
3952 Gaylark Rd N
Mobile AL 36609-2342 | LexisNexis address good 3/2024 |
| 3 | Treasure Lavert Slack
1815 Andrews St
Mobile AL 36617-3329 | LexisNexis address good 2/2025 |
| 4 | Shirley Tyler
Dedrick Lamar Tyler
1321 Stevens Ln
Mobile AL 36618-1709 | Paid 2017, 2018, 2020 & 2021 taxes.
LexisNexis address good 1/2025
Phone numbers are 251-716-4892, 251-391-9963 and 251-513-8580 good 2025
Dedrick paid 2019 taxes |
| 5 | Urishica D. Kyles
7989 Hillmount Dr
Mobile AL 36619-5175 | Paid 2022, 2023 and 2024 taxes and is listed as c/o on Revenue Commission website
LexisNexis address good 2/2025
Phone number 251-301-2507, 251-301-3893 and 251-301-3844 good 2025 |

TAX STATUS: 2024 TAXES PAID CURRENT

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens:

Lis Pendens: City of Mobile vs Treasure Lavert Slack c/o Urishica D. Kyles, filed 10/5/2023, recorded 2/5/2024, instrument number 2024005731.

RESOLUTION

Sponsored by: William Carroll – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances "adopted December 5, 2017, the accessory structure at **506 PATTON AVENUE** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: **Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 4, 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 **506 PATTON AVENUE** described as:

LOTS 46 & 47 BLK 5 OF DIXIE PARK SUB AS PER MAP REC MBK 3 PG 273-6 #SEC 25 T4S R1W #MP29 07

Parcel Number: 29 07 25 0 002 179

Last Assessed to: CAMPBELL VICTOR

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be **demolish** 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

September 2, 2025



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

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

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, September 9, 2025.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **506 PATTON AVENUE.**
OWNED BY OR MAY HAVE AN INTEREST: **CAMPBELL VICTOR** IS A PUBLIC NUISANCE AS SET
FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE
ABATEMENT". (See attached worksheet for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 07 25 0 002 179

COUNCIL DISTRICT 2 – WILLIAM CARROLL

**LEGAL DESCRIPTION: LOTS 46 & 47 BLK 5 OF DIXIE PARK SUB AS PER MAP REC MBK 3 PG 273-
6 #SEC 25 T4S R1W #MP29 07 25 0 002**

GJ/md



City of Mobile
Blight Survey 2024

Report Date: Thursday, March 21, 2024

Property Address

506 PATTON AVE

Property Details

PARCEL KEY#	00801467	LOCAL HISTORIC REGISTRY	N/A
PROPERTY STATUS		NATIONAL HISTORIC REGISTRY	N/A
BLIGHT ZONE	N/A	COUNCIL DISTRICT	2
STRUCTURE TYPE	Residential	FLOOD ZONE	X-Shaded

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	en
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	xy
PROXIMITY TO BLIGHT	Y	FOUNDATION COMPROMISED	N
SURVEY DATE	2/5/2024	COMMENTS	

Property Score

SCORE	42 / 62	SCORE DESCRIPTION	Review Committee
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Notes

LC

REVIEW COMMITTEE

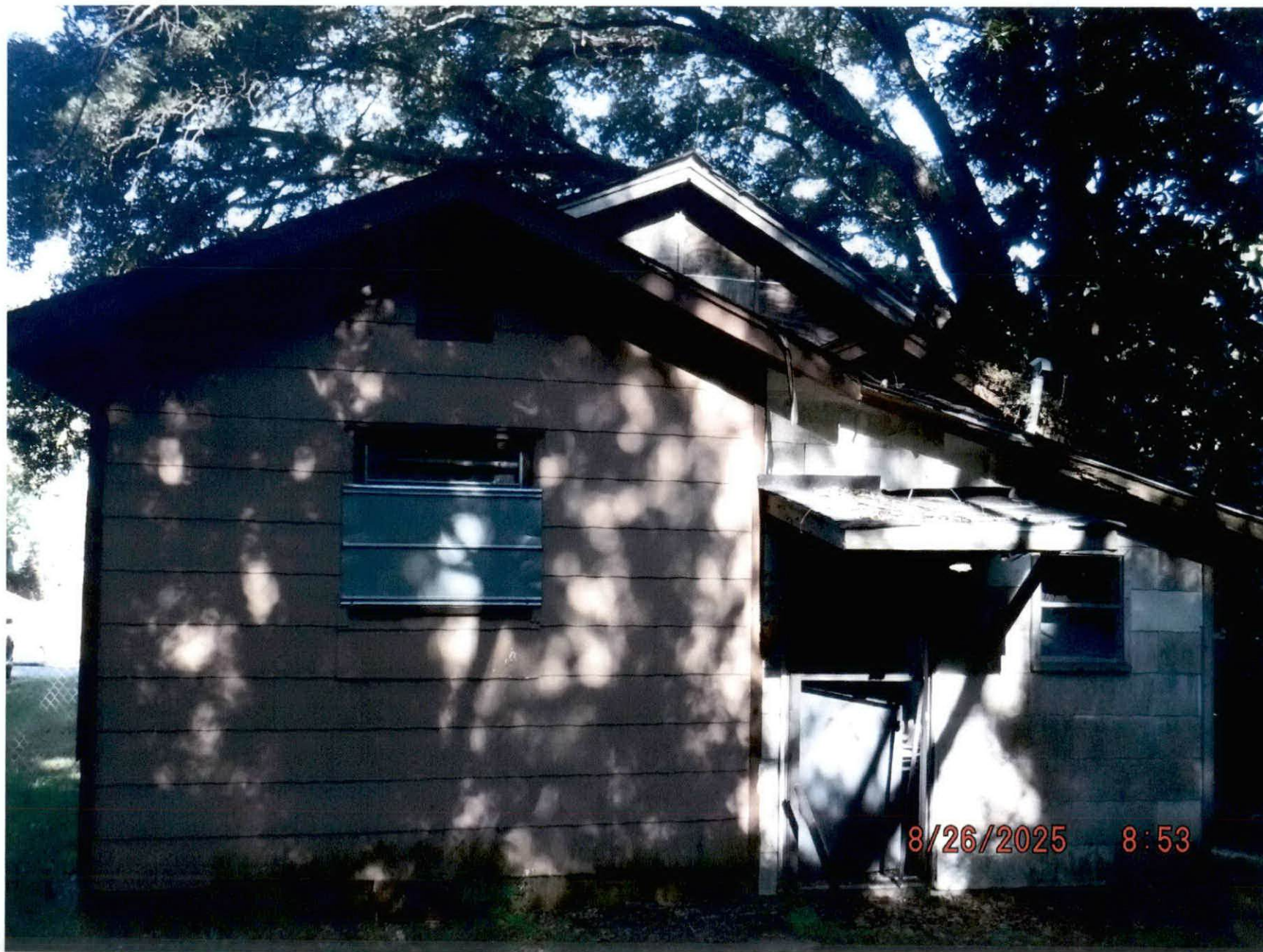
SECURE ☐

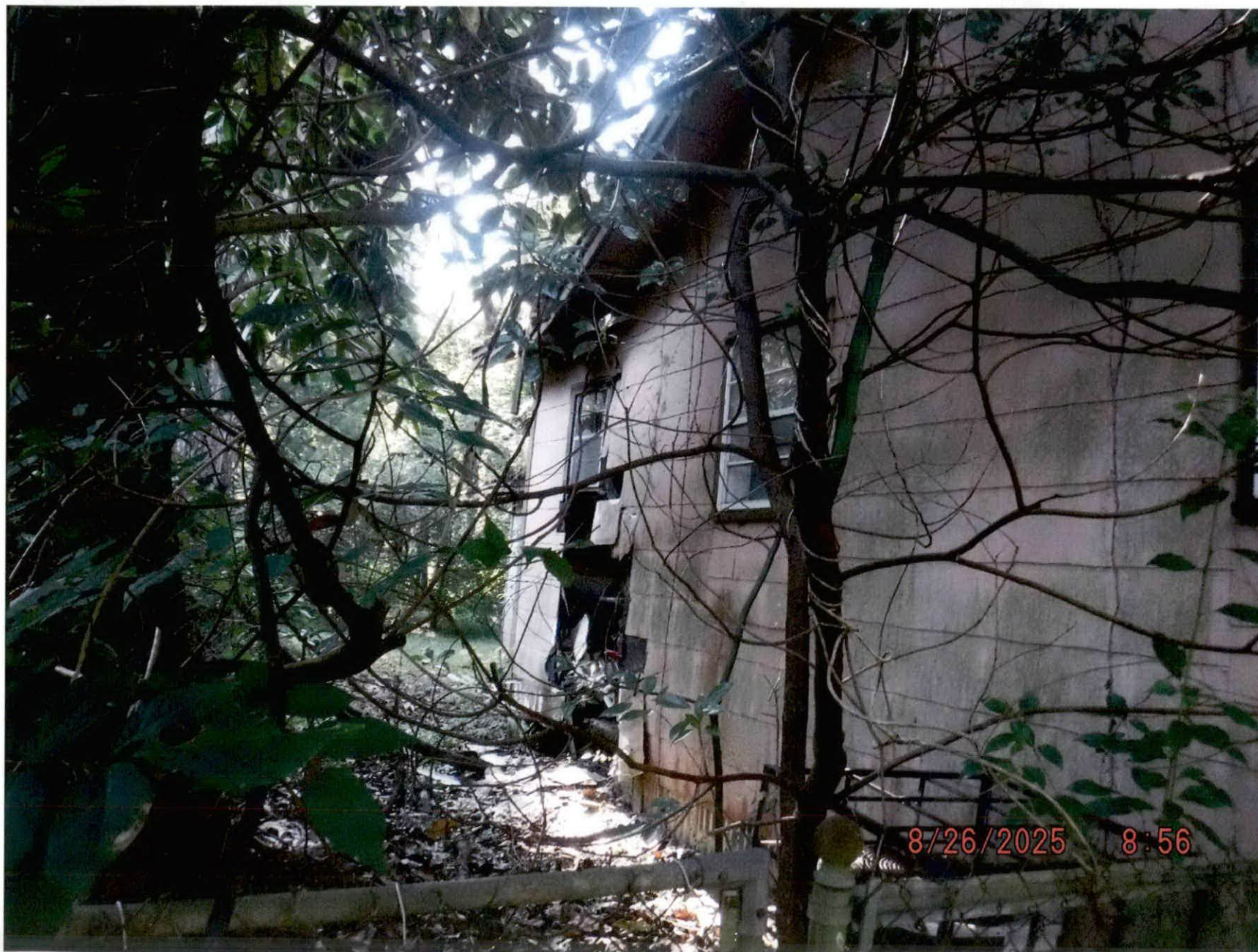
DEMOLITION ☒

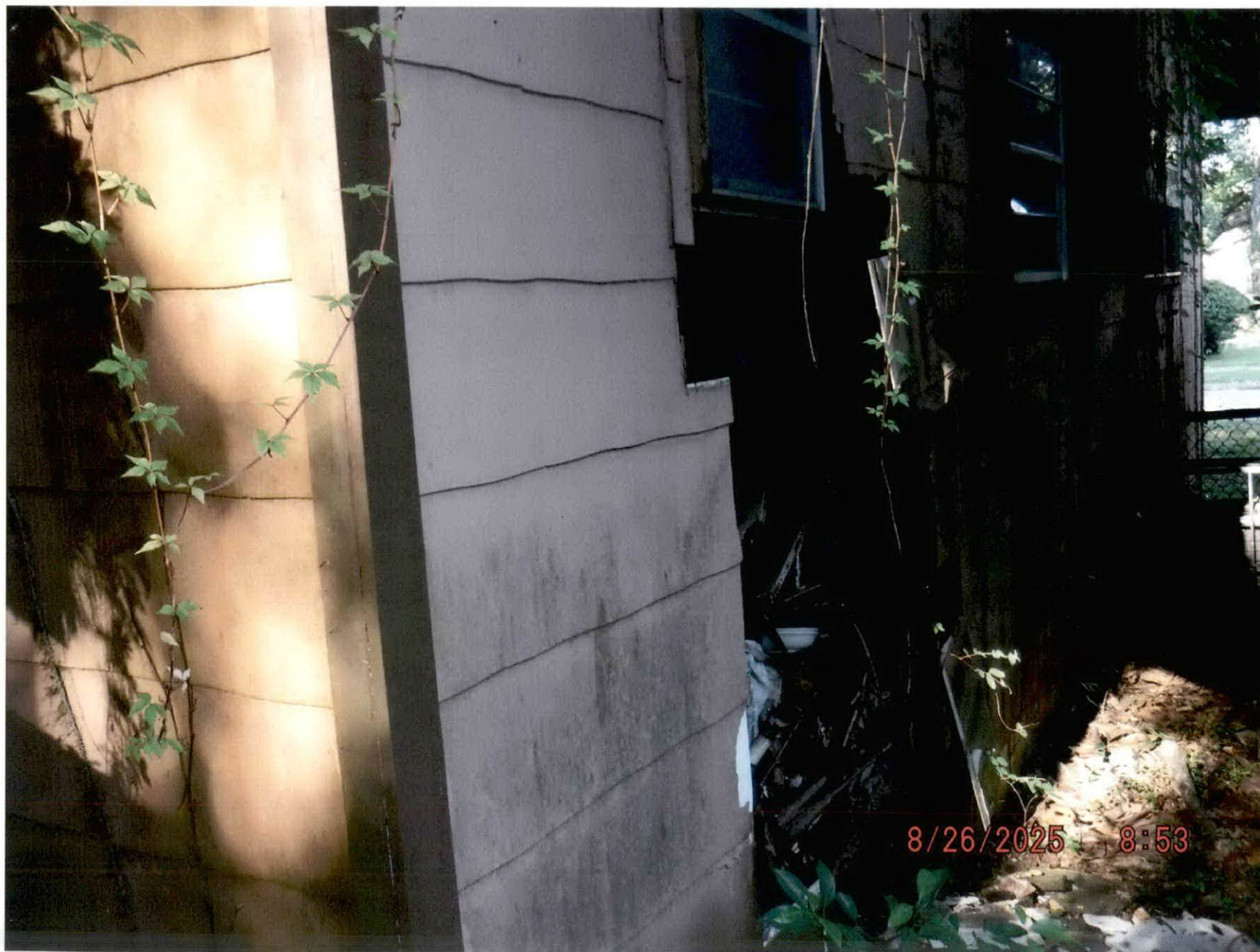
APPROVAL DATE 9-9-24

Noted 5 to 0 For Denial



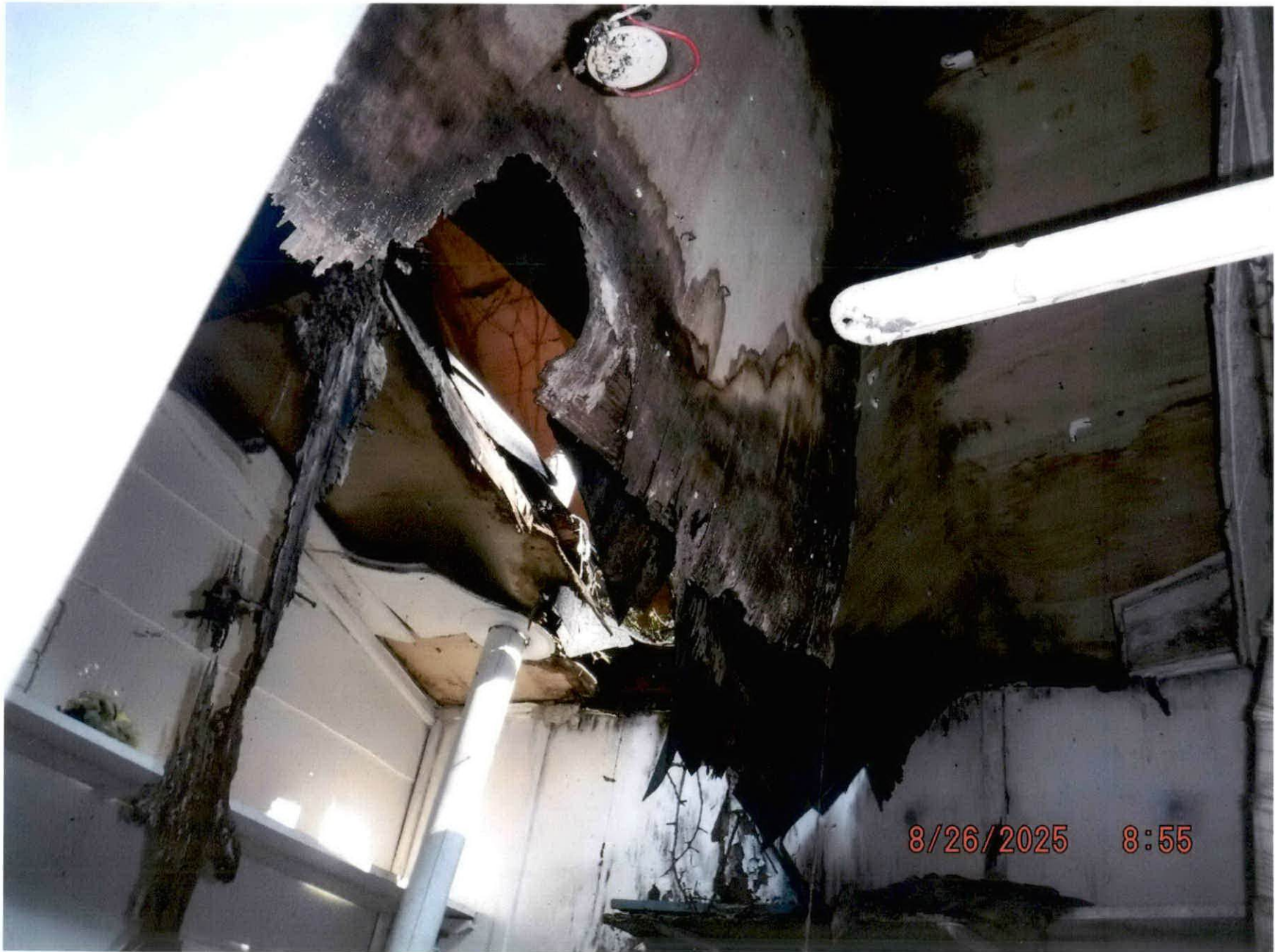


















NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 06/17/2025

Property Address: 506 Patton Avenue

District No: 2

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

Affidavit of Mailed Notice



September 2, 2025

State of Alabama
County of Mobile

Subject Property – 506 Patton Avenue.

My name and official title is David Daughenbaugh, Deputy Director of Municipal Enforcement, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1536 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 confirm that the information here is both accurate and complete, and relevant information has not been omitted.

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

Gary Jackson
Deputy Director Municipal Enforcement

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement



Victor Campbell
Linda Esters Campbell
506 Patton Avenue
Mobile, AL 36603-5323

July 17, 2025

RE: 506 Patton Avenue
Project Number: ME-127-24

Dear Victor Campbell, Linda Esters Campbell:

On June 17, 2025 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 506 Patton Avenue.

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

LOTS 46 & 47 BLK 5 OF DIXIE PARK SUB AS PER MAP REC MBK 3
PG 273-6 #SEC 25 T4S R1W #MP29 07 25 0 002

Parcel Number: 29 07 25 0 002 179

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

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

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

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

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

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

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

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

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

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

- a) Repair the structures / and or building by **August 31, 2025**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **August 31, 2025**, provide the Code Official with a work plan to accomplish the repairs by **August 31, 2025**, 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 **August 31, 2025**, 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 **September 9, 2025 at 10:30 a.m.**, a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☒ Repaired; or,
☒ Demolished

- 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: 506 Patton Avenue

Date: November 25, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: November 19, 2024

Per the Title Report, the owner is: Victor Campbell

Notes: Victor Campbell is 86 years old. I added his relative to the address due to her paying several property tax payments and may take care of the bills on his behalf.

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|--|---|
| 1 | Victor Campbell
Linda Esters Campbell
506 Patton Ave
Mobile AL 36603-5323 | Owner – Subject/location address – LexisNexis
address good 2023 – Phone numbers are 251-348-
1728 and 251-604-9239 good 2024 – Linda Esters
Campbell is a relative and has paid the property
taxes from 2019 - 2024 |
| 2 | Victor Campbell
Linda Esters Campbell
316 Siena Vista St
Mobile AL 36607-2109 | LexisNexis address good 8/2024 |
| 3 | Victor Campbell
Linda Esters Campbell
PO Box 40321
Mobile AL 36640-0321 | LexisNexis address good 8/2024 – Revenue
Commission website mailing address good 2019 –
2024. |

**TAX STATUS: 2023 TAXES ARE CURRENT AND 2024
TAXES ARE DUE BY 12/31/2024**

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Victor Campbell, filed 9/10/2024, recorded 10/10/2024,
instrument number 2024064811.



MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director

DATE: **September 2, 2025**

SUBJECT: WEED LIEN GROUP **1668**

Attached, please find Assessment Lists for Weed Lien Group Number **1668** to Acts of Alabama Number 329, adopted April 28, 1988 and Municipal Ordinance Number 65-048, adopted December 5, 2017 the following Resolution Dates are established:

FIRST RESOLUTION (PUBLIC NUISANCE RESOLUTION):

9/9/2025

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING):

10/14/2025

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

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

NUISANCE PHOTOS (DATED): 9/11/2025

LEGAL NOTICE DUE TO MOBILE LAGNIAPPE: 9/25/2025

LEGAL NOTICE ADS: 10/1/2025-10/8/2025

POSTING DATE: 10/7/2025

Copy to: Marchetta Taite

		WEED LIEN																																																																										
		CONTRACT NUMBER																																																																										
		1668			Res. No.																																																																							
9/9/2025		LOTS TO BE DECLARED			58-																																																																							
10/14/2025		LOTS FOR PUBLIC HEARING			58-																																																																							
//2025		LOTS TO BE ASSESSED FOR COST			58-																																																																							
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No.	Address	CASE #	CASE #	Assessed	Dis	CBO																																																																						
1	550 Church Street	53124	65555		2																																																																							
2	0 Cody Road N Par. No. (28 04 18 1 001 003.XXX)	50447	65556		7																																																																							
3	3217 Brown Road	54981	65557		3																																																																							
4	3511 Keeling Road	54986	65558		3																																																																							
5	7131 Old Military Road	52669	65559		4																																																																							
6	564 Reynolds Avenue	38079	65560		1																																																																							
7	1850 Herman Street	52559	65561		1																																																																							
8	1352 Menas Avenue	53269	65563		2																																																																							
9	512 Patton Avenue	52754	65564		2																																																																							
10	2019 Diggs Avenue	51628	65565		1																																																																							
11	1158 Gorgas Street	59702	65566		3																																																																							
12	1218 Hercules Street	52335	65567		2																																																																							
13	355 Westwood Street	52026	65568		5																																																																							
14	3016 Curry Dr E	51487	65569		3																																																																							
15	2101 Hoppin Street	51776	65570		3																																																																							
16	1857 Forest Oak Dr	51520	65571		7																																																																							
17	1812 Como Street	51263	65572		1																																																																							
18	1215 Jessie Street	51831	65574		1																																																																							
19	405 Robbins Street	54950	65575		2																																																																							
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Fany Jackson 9-3-25
Marchetta Jante 9-3-25

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 #1668** 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 **14th day of October, 2025**, at ten thirty a.m., for the purpose of hearing any objections to the declarations contained in this resolution and to the proposed removal of such weeds, at which time all objections will be heard and given due consideration by the City Council of Mobile; and it is directed that there shall be conspicuously posted in front of each parcel of property, a notice headed "NOTICE TO DESTROY WEEDS," such heading to be in words not less than one inch in height and substantially in the form set out in such Act No. 329, approved April 29, 1988.

Adopted:

City Clerk

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

- **September 2025 – Cynthia “Lee” Callaghan (Employee # 19656)
ACTIVITIES SPECIALIST I: Parks & Recreation**

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

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 9, 2025

Submitted by:

William Jackson, Police Chief

Sponsored by:

Purpose and Scope of Project:

To recognize those employees as part of the Mayor's incentive program who have gone above and beyond their duties with the City of Mobile.

Amount of Contract:

\$500.00

Funding Source

ATTACHMENTS:

1. OOTM Resolution

REVIEWERS:

Tracy Baxter

Lana Gauthier

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

August 2025: Officer Ethan Turberville

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

Adopted:

City Clerk

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract with Marsha Sewell for professional services for the 2025 Municipal Election, as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Adopted:

City Clerk

STATE OF ALABAMA)
COUNTY OF MOBILE)

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT (sometimes hereinafter "Agreement") made and entered into by and between the City of Mobile, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City"), and Marsha Sewell (sometimes hereinafter "Contractor"), agree as follows:

WHEREAS, the City of Mobile is required to hold a mayoral and city council election, and it is necessary to provide absentee ballots to the general voting population which requires highly specialized services;

WHEREAS, the contract for this position is limited to two (2) months, renewable upon City Council approval;

WHEREAS, because the services to be performed is highly specialized and do not currently fall within any classification of the Mobile County Personnel Board, it is appropriate to secure said service by independent contract;

WITNESSETH

NOW, THEREFORE, That the City, for an inconsideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt sufficiency of all of which is hereby acknowledged, does hereby covenant and agree as follows:

I. COMPENSATION

City hereby agrees to pay the Contractor the sum of SIXTEEN HUNDRED DOLLARS (\$1,600.00) bi-weekly for the term of this agreement. Said funds will be disbursed in bi-weekly payments, on the same day that Mobile disburses payroll payments to its employees. Said bi-weekly payments will be made in the form of direct deposits to the banking institution of Contractor's choosing, and if direct deposit settings have already been configured for a current City of Mobile employee, these settings shall remain in force and effect unless a change is otherwise requested by the Contractor.

II. TERM OF AGREEMENT

The term of the agreement shall commence on or after full execution of the contract; and continue for a period of two months; renewable for two (2) month increments, upon City Council approval; unless terminated sooner due to lack of funding or for any other reason as allowed under this contract.

III. GENERAL PROVISIONS

- A. Contractor acknowledges that his/her identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this Agreement. Therefore, Contractor shall not transfer or assign this agreement or any of the rights of privileges granted herein. This agreement may be terminated by either party with or without cause. Notice of termination shall be in writing, and the contractor shall be entitled to payment for all services rendered prior to the termination date.
- B. All notices of cancellation, requests, demands, or other communications shall be in writing and duly delivered to the following address for the City at:

City Clerk
P.O. Box 1827
Mobile, AL 36633-1827

Copy to:

City Attorney
City of Mobile Legal Department
P.O. Box 1827
Mobile, AL 36633-1827

And to Contractor at:

Marsha Sewell
2562 Morningside Dr.
Mobile, AL 36605

C. This agreement is the final expression of the agreement between the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understanding, or agreements. There are no representations, warranties, or stipulations, either in oral or written, not contained herein.

D. Any alterations, variations, modifications, or waiver of the provisions of the Agreement shall be valid only when they have been reduced to writing and signed by an authorized representative of the party whom enforcement is sought.

E. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable; such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to any party.

F. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement would be Mobile, Alabama.

G. The Contractor will submit to and/or maintain a proper background clearance with the City of Mobile Police Department, and comply with all measures required prior to employment, to ensure that he or she is of good moral and ethical character and does not have a conviction record for any felonies. The Contractor may be subject to participation in the City's Drug Free Workplace Program.

H. The City will provide Contractor with proper office space and the tools necessary to reasonably accomplish his/her assigned tasks.

I. The Contractor will not be allowed to participate in the City's health insurance program(s) available to City employees to the extent allowed by the City's health insurance plan.

J. The Contractor shall be required to maintain a current Alabama Driver's License, reporting any and all traffic accidents and moving violation citations to his or her commanding supervisor; and is hereby have access to and be authorized to operate a City owned vehicle during the course of daily assignment, as required. The Contractor is not authorized to utilize any City vehicle as a home-to-work vehicle.

K. The Contractor shall be issued or be permitted to maintain (if previously assigned), a City email address, as well as the necessary keys, codes, and proximity cards necessary to access spaces and locations associated with the City and the performance of his or her duties.

L. 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.

M. 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.

N. By signing this contract. Contractor represents and agrees that he/she is not currently engaged in, nor will he/she engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the day and year first written.

CITY OF MOBILE, A Municipal Corporation

BY _____
Its Mayor

ATTEST:

Its City Clerk

CONTRACTOR

By: _____
Marsha Sewell

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said county in said state, hereby certify that _____ whose name is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing agreement, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this the _____ day _____, 2025.

Notary Public

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract with Iris Frazier for professional services for the 2025 Municipal Election, as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Adopted:

City Clerk

STATE OF ALABAMA)
COUNTY OF MOBILE)

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT (sometimes hereinafter "Agreement") made and entered into by and between the City of Mobile, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City"), and Iris Frazier (sometimes hereinafter "Contractor"), agree as follows:

WHEREAS, the City of Mobile is required to hold a mayoral and city council election, and it is necessary to provide absentee ballots to the general voting population which requires highly specialized services;

WHEREAS, the contract for this position is limited to two (2) months, renewable upon City Council approval;

WHEREAS, because the services to be performed is highly specialized and do not currently fall within any classification of the Mobile County Personnel Board, it is appropriate to secure said service by independent contract;

WITNESSETH

NOW, THEREFORE, That the City, for an inconsideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt sufficiency of all of which is hereby acknowledged, does hereby covenant and agree as follows:

I. COMPENSATION

City hereby agrees to pay the Contractor the sum of SIXTEEN HUNDRED DOLLARS (\$1,600.00) bi-weekly for the term of this agreement. Said funds will be disbursed in bi-weekly payments, on the same day that Mobile disburses payroll payments to its employees. Said bi-weekly payments will be made in the form of direct deposits to the banking institution of Contractor's choosing, and if direct deposit settings have already been configured for a current City of Mobile employee, these settings shall remain in force and effect unless a change is otherwise requested by the Contractor.

II. TERM OF AGREEMENT

The term of the agreement shall commence on or after full execution of the contract; and continue for a period of two months; renewable for two (2) month increments, upon City Council approval; unless terminated sooner due to lack of funding or for any other reason as allowed under this contract.

III. GENERAL PROVISIONS

- A. Contractor acknowledges that his/her identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this Agreement. Therefore, Contractor shall not transfer or assign this agreement or any of the rights of privileges granted herein. This agreement may be terminated by either party with or without cause. Notice of termination shall be in writing, and the contractor shall be entitled to payment for all services rendered prior to the termination date.
- B. All notices of cancellation, requests, demands, or other communications shall be in writing and duly delivered to the following address for the City at:

City Clerk
P.O. Box 1827
Mobile, AL 36633-1827

Copy to:

City Attorney
City of Mobile Legal Department
P.O. Box 1827
Mobile, AL 36633-1827

And to Contractor at:

Iris Frazier
2019 Nicholas Lane
Mobile, AL 36605

C. This agreement is the final expression of the agreement between the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understanding, or agreements. There are no representations, warranties, or stipulations, either in oral or written, not contained herein.

D. Any alterations, variations, modifications, or waiver of the provisions of the Agreement shall be valid only when they have been reduced to writing and signed by an authorized representative of the party whom enforcement is sought.

E. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable; such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to any party.

F. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement would be Mobile, Alabama.

G. The Contractor will submit to and/or maintain a proper background clearance with the City of Mobile Police Department, and comply with all measures required prior to employment, to ensure that he or she is of good moral and ethical character and does not have a conviction record for any felonies. The Contractor may be subject to participation in the City's Drug Free Workplace Program.

H. The City will provide Contractor with proper office space and the tools necessary to reasonably accomplish his/her assigned tasks.

I. The Contractor will not be allowed to participate in the City's health insurance program(s) available to City employees to the extent allowed by the City's health insurance plan.

J. The Contractor shall be required to maintain a current Alabama Driver's License, reporting any and all traffic accidents and moving violation citations to his or her commanding supervisor; and is hereby have access to and be authorized to operate a City owned vehicle during the course of daily assignment, as required. The Contractor is not authorized to utilize any City vehicle as a home-to-work vehicle.

K. The Contractor shall be issued or be permitted to maintain (if previously assigned), a City email address, as well as the necessary keys, codes, and proximity cards necessary to access spaces and locations associated with the City and the performance of his or her duties.

L. 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.

M. 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.

N. By signing this contract. Contractor represents and agrees that he/she is not currently engaged in, nor will he/she engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the day and year first written.

CITY OF MOBILE, A Municipal Corporation

BY _____
Its Mayor

ATTEST:

Its City Clerk

CONTRACTOR

By: _____
Iris Frazier

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said county in said state, hereby certify that _____ whose name is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing agreement, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this the _____ day _____, 2025.

Notary Public

03-1178

2025

RESOLUTION

Sponsored by: Councilmember Gina Gregory, District 7

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,
that Erna Whiston is appointed to the Citizens Parks and Recreation
Advisory Committee effective immediately for a term ending September 10,
2027.

Adopted:

City Clerk

27-1179

2025

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract with Wanda Johnson for professional services for the 2025 Municipal Election, as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET

CIP TIF Award for light pole standardization in TIF district.

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 9 September 2025 Item No. _____
Date _____

Submitted by: Procurement John Paine, Purchasing Agent
Department Department Head

Sponsored by: William S. Stimpson Mayor
Name Title

Reviewed by: _____
Executive Director

Routing Authorized: James Barber _____
Mayor's Office Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Graybar Electric Co Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Graybar Electric Co Inc for 14 Visco decorative 11ft street
light poles for St Louis St.
CIP TIF Award for light pole standardization in TIF district.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$61,826.66

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Omnia cooperative purchasing agreement, not on state contract.

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, 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>29160</u>	2025	(2060) TRAFFIC ENGINEERING	14 VISCO DECORATIVE 11FT STREET LIGHT POLES FOR ST LOUIS ST (OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$61,826.66	<u>(075199)</u> <u>GRAYBAR</u> <u>ELECTRIC CO INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00029160-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Approved	Page 1
--	---	--------

Vendor GRAYBAR ELECTRIC CO INC 4359 HALLS MILL RD MOBILE, AL 36691 Tel#251-706-5605 Fax 251-666-6293	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference D Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/18/25	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	AS PER YOUR QUOTE 2000347045 AND THE OMNIA PARTNERS MASTER AGREEMENT EV2370 VI-E20-D1-11'-31/2-TENON-GFCI-WPC-A B	14.00 EACH	4416.19000	61826.66
Vendor Item				
1	2000.80.00.0000.0000.0000.0000.44020. E C0333 .OPERSUPPLS.			61826.66

Ship To
 ELECTRICAL
 854 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 D

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

[Requisition Link](#)

Requisition Total	61826.66
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E C0333 .OPERSUPPLS.	61826.66	1711.76

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00029160-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Approved
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Page 2

Vendor GRAYBAR ELECTRIC CO INC 4359 HALLS MILL RD MOBILE, AL 36691 Tel#251-706-5605 Fax 251-666-6293	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference D Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/18/25	075199				TRAFFIC ENGINEERING

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

Account	Amount Remaining Budget
2000.80.00.0000.0000.0000.0000.44020.	

61826.66

CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
Approved	08/20/25	ADAM SPENCE	Auto approved by: 91054000
Approved	08/20/25	JENNIFER WHITE	
Approved	08/20/25	BRENDA RHODES	
Approved	08/20/25	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	08/20/25	RELYA MALLORY	Auto approved by: 910511034
Unknown	09/04/25	SANDRA LEWIS	
Approved	09/04/25	DONALD ROSE	Auto approved by: 910518227
Approved	09/04/25	SANDRA LEWIS	
Approved	09/04/25	STEVEN KRONINGER	Auto approved by: 910518227
Approved	09/04/25	JOHNNIE HARRUB	Auto approved by: 910518227
Approved	09/04/25	SAMANTHA COOLEY	Auto approved by: 910518227
Approved	09/04/25	ANNE FOLEY	Auto approved by: 910518227
Approved	09/04/25	JOHN PAINE	Auto approved by: 910518227

Authorized By: _____ Date: _____
 Signature



Graybar

Electrical, Lighting, Data Communications and Security

OMNIA Partners works to connect members to collective buying power. Graybar's contracts provides agencies with cost-saving solutions for any data/communication, networking, wireless, security, electrical and lighting needs. When organizations choose the Graybar cooperative contract through OMNIA Partners, they will receive savings and value that go beyond costs. This contract allows your organization to maximize savings on the products you need while reducing procurement time.



The Bronze Partnership Excellence Award is a testament to the commendable dedication of our valued suppliers. This esteemed medallion is presented to those who have demonstrated a steadfast commitment to our partnership.

Click Your Industry

[Education | Government](#)

[Nonprofit](#)

[Corporate | Enterprise](#)

[Private Equity](#)

Public Sector

-  K-12 Education
-  Higher Education
-  State & Local Government

OMNIA Partners works to connect the public sector to collective buying power. Our Graybar cooperative contract provides public sector agencies with cost-saving solutions for any data/communication, networking, wireless, security, electrical and lighting needs. When organizations choose the Graybar cooperative contract through OMNIA Partners, they will receive savings and value that go beyond costs. This cooperative contract allows your organization to maximize savings on the products you need while reducing procurement time.

• Electrical, Lighting, Data Communications and Security Products and Related Products, Services and Solutions

City of Kansas City, MO | EV2370

[VIEW CONTRACT DOCUMENTATION](#)

[CONTACT US](#)



Graybar Contract Documentation

U.S. Communities, National IPA, & NCPA are wholly-owned subsidiaries of OMNIA Partners, dba OMNIA Partners, Public Sector. All public sector participants already registered with National IPA, U.S. Communities, or NCPA continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, legacy NCPA, or new OMNIA Partners contract. U.S. Communities, National IPA, and NCPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Electrical, Lighting, Data Communications and Security Products and Related Products, Services and Solutions

City of Kansas City, MO

Contract Number: EV2370

Initial Term: February 1, 2018 through January 31, 2023

Renewal Options: Option to renew for three (3) additional two-year periods through January 31, 2029

RENEWED THROUGH January 31, 2029

Executive Summary

- [Executive Summary](#)
- [Uniform Guidance](#)
- [Due Diligence](#)

Master Agreement Documents

- [EV2370 Master Agreement Graybar](#)
- [New Jersey Disclosure](#)
- [Notice of Intent to Renew](#)
- [Contract Renewal](#)
- [Contract Amendment 1](#)
- [Contract Amendment 2](#)

Solicitation Process

- [EV2370 RFP](#)
- [EV2370 RFP Postings](#)

INDUSTRIES

K-12 Education
Higher Education
Government
Nonprofit
Enterprise
Corporate
Private Equity
Real Estate

SOLUTIONS

Contract Offerings
OPUS
Data & Spend Analytics
Industry Experts

ABOUT US

RESOURCES

CAREERS



OMNIA[®]
P A R T N E R S

5001 Aspen Grove Drive
Franklin, TN 37067

info@omniapartners.com
(866) 875-3299

[BECOME A MEMBER](#)



[Privacy Policy](#) | [Terms of Use](#)

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338



Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

December 11, 2024

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135, the Department has reviewed the competitive bidding process used by Omnia Partners Public Sector (“Omnia”), a national purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by various governmental entities pursuant to the competitive bid laws in the state of the awarding authority.

Based on the Department’s review, the competitive bid process used by Omnia is approved for use through **December 31, 2025**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135.

Prior to utilizing Omnia, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that Omnia, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Omnia’s competitive bid process approval will subject to immediate revocation by the Department.

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for “public works,” as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than \$100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

If the Department can be of further assistance, please let us know.

Sincerely,

A handwritten signature in black ink, appearing to read 'RLR', with a stylized flourish at the end.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



AGENDA ITEM SUMMARY SHEET

Agenda of: September 9, 2025

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

Sandy Stimpson, Mayor
CJ Small, Councilmember

Purpose and Scope of Project:

To authorize and approved the amendment Loan Agreement with James W. Buffett Declaration of Trust 1990

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution Amended Loan Agreement Jimmy Buffett Exhibit
2. Buffett Loan EXECUTED AMENDED Agreement_Final_signedJB

REVIEWERS:

Patricia Primm
Cherlina Monteiro
James Barber

RESOLUTION

Sponsored by: Mayor William S. Stimpson and Councilmember C.J. Small

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are authorized to execute and attest, respectively, for and on behalf of the City of Mobile, the Amended Loan Agreement between the City of Mobile and James W. Buffett Declaration of Trust 1990, for items on loan to the City to create an exhibit which honors Jimmy Buffett for the public to enjoy, which is attached hereto or one with wording substantially similar, and made apart hereof, as though set forth in full, and to take such further action necessary to effectuate the Agreement. A copy of said Agreement is on file in the office of the City Clerk.

ADOPTED:

City Clerk

AMENDED LOAN AGREEMENT

AMENDED LOAN AGREEMENT ("Agreement") made and entered into as of the date of execution, by and between by and between **THE CITY OF MOBILE**, an Municipal Corporation of the State of Alabama (sometimes hereinafter "**City**") and the James W. Buffett Declaration of Trust 1990, a Florida Trust as amended July 21, 2023, a Florida Trust (sometimes hereinafter "**Lender**"), as follows:

1. Loan Purpose:

The purpose of this Agreement is to donate to the City the additional item(s) listed in **Exhibit A ("Item" or "Items,"** as applicable), attached hereto and incorporated herein by reference (the "**Loan**") for the City to create an exhibit for the public to enjoy, which honors Jimmy Buffett and memorializes his career, his character, and his life on the Gulf Coast ("**Buffett Exhibit**").

2. Loan Term:

The Loan shall be for a period of three (3) years from the Opening Date as defined in **Section 5** below ("**Initial Loan Term**") unless either Party hereto provides notice to the other Party of its desire to terminate this Agreement and said notice is given in writing at least thirty (30) days prior to the termination date stated in therein ("**Termination Notice**"). Either Party hereto may terminate this Agreement at any time by providing the Termination Notice, except that Lender's right to terminate shall be limited as described in **Section 10** below.

3. Automatic Renewal:

- (a) Upon the expiration of the Initial Loan Term, this Agreement shall thereafter automatically renew on an annual basis (each renewal year being referred to herein as "**Renewal Period**") unless: (i) either Party provides notice to the other Party of its intent not to renew and said notice is given in writing at least thirty (30) days prior to the upcoming annual renewal date; or (ii) the Agreement is otherwise terminated as permitted herein.
- (b) If a Party provides the notice described in (a), this Agreement shall terminate at the end of that current Renewal Period and the item(s) shall be returned to Lender as provided in **Section 8**.
- (c) "Loan Term" shall be used herein to refer to either the Initial Loan Term or any current Renewal Period.

4. Exhibition Location:

National Maritime Museum of the Gulf shall be the museum selected by the City to host the Buffett Exhibit. The City shall not move the Buffett Exhibit to any other location, unless the City delivers notice to Lender at least thirty (30) days prior to the Transfer Date pursuant to **Section 10** below and only if the Lender approves in writing. The "**Transfer Date**" as used

herein shall mean the effective date of the City's outgoing loan agreement with the new museum.

- (a) **Delivery to** If a Party provides the notice described in (a), this Agreement shall terminate at the end of that current Renewal Period and the item(s) shall be returned to Lender as provided in **Section 8**.
- (b) "Loan Term" shall be used herein to refer to either the Initial Loan Term or any current Renewal Period.

5. Delivery to City:

- (a) Lender shall arrange for the item(s) to be delivered to the City on or before June 26, 2026.
- (b) The item(s) shall be delivered to the City by the Lender using the following delivery service: **Staff member of the National Maritime Museum will personally transport items.**
- (c) The delivery shall be accepted and signed for by a representative of the City whose contact information is set forth below: Karen Poth, Executive Director of the National Maritime Museum of the Gulf.
- (d) The City's address for delivery purposes shall be: 155 South Water Street, Mobile, Alabama 36602. Designated Representative of the Museum shall be Bayne Dunaway, whose email address is: bayne.dunaway@cityofmobile.org. The phone number is 251- 208-1043.

6. Insurance:

- (a) The Lender has the right, but no duty, to purchase insurance to cover any or all aspects of this Agreement.
- (b) The City is a self-insured municipal entity and expressly may insure the items on loan to it in accordance with this Agreement, to include and cover the following:
 - (iii) The Lender has the right to approve the per occurrence limits and the aggregate limits of such insurance.

7. Shipping/ Transportation:

- (a) The City and Lender shall work together to ensure item(s) are delivered in the manner described above.
- (b) Whenever the item(s) are being transported during the Loan Term, a representative of the City and/or a Lender representative may act as courier to transport the item(s)

to the City's delivery address above. If the item(s) are personally delivered by Lender, the representative(s) authorized to receive the item(s) on behalf of the City must be identified by the City in advance and in writing.

- (c) The Party responsible for delivery of the item(s) at the beginning of the Initial Loan Term and for the return of the item(s) agrees to package the item(s) in a manner reasonably expected to prevent damage and comply with packaging and shipping requirements.
- (d) During the Loan Term, or if Lender must store the item(s) pursuant to **Section 8** below, the item(s) shall only be stored in a climate-controlled storage unit.

8. Return of Loaned Items:

- (a) The return of the item(s) to Lender shall take place no later than three (3) weeks after either the end of the Loan Term or the earlier termination of this Agreement as provided herein. The item(s) shall be returned to Lender, at an address confirmed by Lender, by either shipment via carrier service, unless otherwise agreed upon later by the parties hereto in writing.
- (b) However, City shall not be obligated to return the item(s) to Lender if City is unable to establish contact with the Lender to confirm return address information. If City's efforts to contact Lender within a commercially reasonable period of time following the termination or expiration of the Loan Term are unsuccessful, the item(s) shall be placed in storage at the Lender's risk and expense.
- (c) Lender agrees that if after three (3) years from the expiration or earlier termination of the Loan Term, Lender or the personal representative of Lender's estate does not take physical possession of the item(s), the item(s) shall be deemed an unrestricted gift to the City, and the City shall be the sole owner of the item(s), with the absolute right to lease, assign, or otherwise transfer the item(s) to third parties in the City's sole discretion.

9. Costs:

The City shall be responsible for all costs incurred in the delivery of the item(s) to City, the storage of the item(s), the return of the item(s) to Lender, any additional transport of the item(s) that occurs during the Loan Term, costs of storing the Items under **Section 8**, and any other costs specified in **Exhibit A**.

10. Transfer of Buffett Exhibit:

- (a) The City shall have the right to transfer the Buffett Exhibit, with the item(s), to a new host venue ("**Outgoing Loan**") by providing Lender notice of the transfer least thirty (30) days prior to the Transfer Date (as defined in **Section 4** above).

Such notice shall include: the new location, the Transfer Date, the expiration date of the Outgoing Loan, and the approximate date that City intends to deliver the item(s) to the new location.

- (b) If Lender does not provide City with notice to terminate this Agreement within the thirty (30) days prior to the Transfer Date, Lender shall be deemed to have: (i) consented to the transfer; and (ii) temporarily waived its right to terminate this Agreement until the expiration date of the Outgoing Loan.
- (c) City agrees to require any borrower under an Outgoing Loan to comply with any requirements handling and shipping requirements, if any.

11. Liability and Damages:

Upon any damage to item(s), or the destruction, loss or theft thereof, the City shall immediately contact the Lender by telephone, followed by written confirmation describing the extent and circumstances surrounding the mishap.

12. Warranty of Title:

Lender warrants that it is the legal owner of the item(s) and that the item(s) are not subject to ownership claims of any other person, institution or domestic or foreign governments. If Lender enters into any agreement to sell the item(s), Lender must provide notice to the City at least thirty (30) days prior to the date the item(s) are to change ownership.

13. Digitization, Rights, and Reproduction:

The City shall not, without a written consent of the Lender, photograph, digitize, or otherwise reproduce the item(s) without written consent from the Lender.

14. Notice Addresses:

Unless specifically stated otherwise herein, all notices required by this Agreement shall be sent to the following addresses:

If to Lender:

The James W. Buffett Declaration of Trust 1990, as amended July 21, 2023, a Florida Trust
c/o June Buffett, as Executor
20 Actor Colony Road
Sag Harbor, New York 11963
Email: janebuffett@margaritaville.com

Rick Mozenter
1880 Century Park East Suite 1600
Los Angeles, California 90067
Email: rmozenter@grflp.com

To the City of Mobile:

Ms. Karen Poth, Maritime Museum Executive Director
National Maritime Museum of the Gulf 155 South Water Street
Mobile, Alabama 36602
Email: karen.poth@cityofmobile.org

Any updates to notice addresses shall be provided to the other Party in writing.

15. Indemnification:

The City shall be responsible for and shall indemnify and hold harmless the Lender from and against, claims, damages, fines, or liabilities arising solely from the City's gross negligence, willful misconduct, or violation of applicable law. Nothing contained herein shall be construed as a waiver of any rights, defenses, or immunities available to the City under the Constitution and laws of the State of Alabama

16. Force Majeure

- (a) If either Party to this Agreement is prevented, hindered or delayed in the performance or observance of any of its obligations hereunder (except for non-payment) by reason of any act of God, natural disaster, war, riot, act of terrorism, civil commotion, explosion, fire, government action, epidemic, pandemic, or other circumstance beyond its control, and such delay could not have been prevented by commercially reasonable precautions and cannot commercially reasonably be circumvented by the Party through the use of alternative sources or means, then such Party shall be excused from further performance or observance of the obligation so affected:
 - (i) for as long as such circumstances shall prevail; if
 - (ii) such Party uses its diligent efforts to recommence performance or observance whenever and to whatever extent possible.
- (b) The Party so delayed shall promptly notify the other party and describe the circumstances causing such delay.

17. No Assignment:

Neither Party may assign its rights or obligations hereunder without the prior written consent of the other Party hereto, except as provided in **Section 10**. This Agreement shall inure to the

benefit of the heirs, executors, administrators, successors, assigns, or other personal representatives of either Party hereto.

18. Governing Law, Venue and Dispute Resolution:

The governing law of this Agreement shall be the law of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction is Mobile County, Alabama, without regard to conflicts of law provisions

19. No Third-Party Beneficiaries:

No provision of this Agreement is intended to confer any rights, benefits, remedies, obligations or liabilities hereunder upon any person other than the Parties and their respective successors and assigns.

20. Entire Agreement:

This Agreement, except as expressly noted herein, is the entire agreement and supersedes all prior and collateral communications and agreements of the Parties relating to the subject matter hereof. This Agreement may be amended only by a written modification executed by City and Lender.

21. Covenant of Good Faith and Fair Dealing

This Agreement is governed by the covenant of good faith and fair dealing.

22. Standard of Care

Unless another standard of care is expressly stated to control, all duties shall be evaluated based on the standard of commercially reasonable, whether so stated or not in a sentence.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year first written.

CITY OF MOBILE, A Municipal Corporation

BY: _____
William S. Stimpson, Mayor

Date: _____

ATTEST:

City Clerk

Date: _____

The James W. Buffett Declaration of Trust 1990, as amended July 21, 2023, a Florida Trust:

By: [Signature]
Name: Jane Buffett
Title: Co-trustee

Date: 8/11/25

ACKNOWLEDGEMENT

The State of Florida }
Palm Beach County }

I, Darin Lane Hinson, a Notary Public, in and for said County in said State, hereby certify that Jane Buffett, whose name as Co-Trustee of The James W. Buffett Declaration of Trust 1990, as amended, a Florida Trust is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

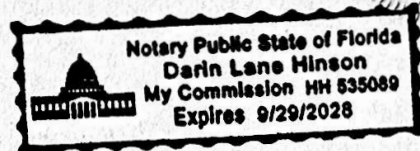
Given under my hand this the 11th day of August, 2025.

(SEAL)

[Signature]
Notary Public

State of Alabama At-Large

My Commission Expires: _____





CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 9, 2025

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

Sandy Stimpson, Mayor

Purpose and Scope of Project:

To authorize execution of an Easement Agreement with 195, LLC for easement rights over, across and through the private road known as Walsh Court

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution.Logan Cottages Easement
2. Logan Cottages Easement Agreement (002)

REVIEWERS:

Patricia Primm
Cherlina Monteiro
James Barber

RESOLUTION

Sponsored by Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, an Easement Agreement with 195, LLC, an Alabama limited liability company and owner of real property known as Logan Cottages, for the grant to the City of certain easement rights over, across and through the Private Road designated as Walsh Court as stated in the plat, to provide for the continuing maintenance of the Private Road by 195, LLC, and to provide for the indemnification of the City from liability and claims for damages which may arise out of 195, LLC breach of its obligations or the existence of said Private Road. The Agreement is attached hereto or one with wording substantially similar, and made a part hereof, as though set forth in full to take further action necessary to effectuate the Agreement. A copy of said Agreement is on file in the office of the City Clerk.

ADOPTED:

CITY CLERK

EASEMENT AGREEMENT

STATE OF ALABAMA
MOBILE COUNTY

THIS ACCESS EASEMENT AGREEMENT (this "Agreement") is made and entered into this _____ day of _____, 2025, by and between **195, LLC**, an Alabama limited liability company ("Grantor"), and the **CITY OF MOBILE, ALABAMA**, an Alabama municipal corporation ("Grantee" or "City").

Recitals:

WHEREAS, Grantor is the owner in fee simple of certain real property located in Mobile County, Alabama, which has been subdivided and is known as **Logan Cottages**, the plat of which (the "Plat") is recorded or is intended to be recorded in the Office of the Judge of Probate of Mobile County, Alabama. The legal description of the Logan Cottages subdivision is:

A PORTION OF LOT 1, ZACK LOGAN SUBDIVISION AS RECORDED IN PLAT BOOK 3, PAGE 44 IN THE OFFICE OF THE JUDGE OF PROBATE COURT, MOBILE COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON REBAR, BEING THE NORTHWEST CORNER OF LOT 1, ZACK LOGAN SUBDIVISION, AS RECORDED IN PLAT BOOK 3, PAGE 44, IN THE OFFICE OF THE JUDGE OF PROBATE COURT, MOBILE COUNTY, ALABAMA, SAID POINT LOCATED ON THE EAST RIGHT-OF-WAY LINE OF EZEKIEL STREET; THENCE RUN S89°51'34"E, ALONG THE NORTH LINE OF SAID LOT 1, 302.74 FEET TO A CRIMPED TOP IRON FOUND ON THE WEST RIGHT-OF-WAY LINE OF SOUTH UNIVERSITY BOULEVARD; THENCE RUN S02°02'38"W, ALONG SAID WEST RIGHT-OF-WAY LINE, 241.06 FEET TO A CAPPED IRON REBAR SET ON THE NORTH LINE OF MALIBAR HEIGHTS SUBDIVISION, 5TH UNIT, AS RECORDED IN MAP BOOK 12, PAGE 40, IN THE OFFICE OF THE JUDGE OF PROBATE COURT, MOBILE COUNTY, ALABAMA; THENCE RUN S89°59'20"W, ALONG THE NORTH LINE OF SAID SUBDIVISION, 300.55 FEET TO A CAPPED IRON REBAR SET; THENCE RUN N01°31'10"E, 241.79 FEET TO AN IRON REBAR, BEING THE POINT OF BEGINNING.

WHEREAS, the Plat of Logan Cottages provides for a private road known as **Walsh Court** (the "Private Road"), which provides access to lots 5, 6, and 7 within the subdivision; and,

WHEREAS, Grantor desires to grant to the City a perpetual, non-exclusive easement for emergency services and public utilities over, across, and upon the entirety of the Private Road as depicted on the Plat, to provide for the continuing maintenance of the Private Roads by the Grantor or the successors and assigns of the Grantor, and to provide for the indemnification of the City saving the City harmless from all liability, claims, demands, actions, losses, and costs, including reasonable attorney's fees arising or resulting from the breach of the Grantor's obligations under this Agreement and any damages to any owner of property within the Subdivision arising or which may arise out of the existence of the Private Roads, subject to the terms and conditions hereof; and,

WHEREAS, the City is willing to accept the grant of this easement subject to the terms and conditions set forth herein.

Agreement:

NOW, THEREFORE, in consideration of the premises, the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor does hereby grant, bargain, sell, and convey unto the Grantee, its successors and assigns, a perpetual, non-exclusive easement (the "Easement") in, on, over, under, across, and through the entire area designated as **Walsh Court** on the Plat of Logan Cottages, a copy of which is attached hereto as **Exhibit A** and incorporated herein by reference, for the purposes set forth in this Agreement.

2. Purpose Of Easement. The Easement shall be for the following purposes:

a. Governmental and Emergency Services: The right of ingress and egress for all governmental vehicles and Personnel, including but not limited to police, fire, emergency

medical services, sanitation, and other municipal service vehicles.

b. **Public Utilities:** The right to install, construct, operate, maintain, inspect, repair, replace, and remove public utilities, including but not limited to water lines, sanitary sewer lines, storm sewer lines, gas mains, electric lines, telephone lines, and communication cables, together with all necessary appurtenances.

3. Maintenance of Private Road. The Grantor, its successors and assigns, shall be solely responsible for all costs and expenses associated with the maintenance, repair, and replacement of the Private Road and any related drainage facilities, keeping them in good and safe condition and repair at all times, in accordance with the Declaration and all applicable City ordinances. The grant of this Easement shall not be construed as an acceptance of the Private Road for maintenance by the City, and the City shall have no obligation whatsoever to maintain or repair the Private Road unless and until it is formally accepted into the City's public street system.

4. Future Dedication. This grant of easement is not a dedication of the Private Road for public use. Should the Grantor or the HOA later desire to dedicate the Private Road to the public, it shall be at the sole cost and expense of the Grantor to bring the Private Road up to the prevailing standards of the City of Mobile for public streets at the time of the dedication request. The City shall have the right, but not the obligation, to accept such dedication.

5. Indemnification. The Grantor, and its successors and assigns, shall indemnify, defend, and hold harmless the City, its elected officials, officers, agents, and employees from and against any and all claims, demands, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or in any way connected with the use, condition, maintenance, or repair of the Private Road, or the failure to maintain or repair the same.

6. Covenants Running with the Land. The rights and obligations set forth in this Agreement shall be covenants running with the land, binding upon the Grantor, and its successors and assigns, and all future owners of any lot within the Logan Cottages subdivision. Every deed for a lot in the subdivision shall be subject to this Easement.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

8. Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes all prior agreements and understandings relating to the subject matter hereof.

9. Recording. This Agreement shall be duly recorded in the records of the Judge of Probate of Mobile County and is intended to run as a covenant with the land and each of the residential lots within the Logan Cottages Subdivision.

IN WITNESS WHEREOF, the undersigned have executed this Easement Agreement as of the date first written above.

[Remainder of Page Intentionally Left Blank]

GRANTOR:

195, LLC, an Alabama limited liability company

By: CBM
Name: Corey Bronenkamp
Title: Authorized signatory

STATE OF ALABAMA
MOBILE COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Corey Bronenkamp, whose name as Corey Bronenkamp of 195, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 1st day of August, 2025.

Downing Bronenkamp
Notary Public

My Commission Expires: 1/23/27

DOWNING BRONENKAMP
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES JAN. 23, 2027

GRANTEE:

CITY OF MOBILE, ALABAMA, an
Alabama municipal corporation

By: _____
Name: _____
Title: _____

STATE OF ALABAMA
MOBILE COUNTY

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

Given under my hand and official seal this _____ day of _____, 2025.

Notary Public
My Commission Expires: _____

Exhibit A

Plat of Logan Cottages

(Attach a copy of the recorded subdivision plat here)

THIS INSTRUMENT PREPARED BY:

Cory Bronenkamp
195, LLC
PO Box 7845
Mobile, AL 36670



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 9, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Dana Safety Supply Inc., for transport of 45 Chevrolet Tahoe PPV SUVs from upfit facility to City.

Amount of Contract:

\$22,500.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250903 Dana Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 9 September 2025
Date

Item No. _____

Submitted by: Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Dana Safety Supply Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Dana Safety Supply Inc., for transport of 45 Chevrolet Tahoe PPV SUVs from upfit facility to City.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$22,500.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: AL State contract

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, 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>29703</u>	2025	(1530) POLICE ADMIN SERVICES	TRANSPORT OF 45 CHEVROLET TAHOE PPV SUVS FROM UPFIT FACILITY TO CITY (AL STATE CONTRACT)	\$22,500.00	<u>(290980) DANA SAFETY SUPPLY INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00029703-00 FY 2025 Acct No: 1000.30.15.1530.1532.1530.0000.0000.45040. Review: Buyer: 9105paij Status: Approved
--	---

Page 1

Vendor
 DANA SAFETY SUPPLY INC
 4809 KOGER BLVD

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

GREENSBORO, NC 27407

Tel#850-624-7173
 Fax 800-375-8347

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/28/25	290980				POLICE ADMIN SERVICES

LN Description / Account	Qty	Unit Price	Net Price
--------------------------	-----	------------	-----------

General Notes

001	TRANSPORT - VEHICLE TRANSPORTATION BY HIRED DRIVERS FOR PATROL TAHOES FROM DANA SAFETY FORT PAYNE, AL TO CITY OF MOBILE CENTRAL GARAGE GAYLE STREET MOBILE, AL AS PER STATE OF ALABAMA CONTRACT MA23000004209 AND DANA SALES QUOTE:591557	45.00 EACH	500.00000	22500.00
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1 1000.30.15.1530.1532.1530.0000.0000.45040.	22500.00
--	----------

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

[Requisition Link](#)

Requisition Total	22500.00
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***** General Ledger Summary Section *****

Account	Amount Remaining Budget
1000.30.15.1530.1532.1530.0000.0000.45040.	

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00029703-00 FY 2025 Acct No: 1000.30.15.1530.1532.1530.0000.0000.45040. Review: Buyer: 9105paij Status: Approved
---	--

Page 2

Vendor
 DANA SAFETY SUPPLY INC
 4809 KOGER BLVD

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

GREENSBORO, NC 27407

Tel#850-624-7173
 Fax 800-375-8347

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/28/25	290980				POLICE ADMIN SERVICES

Account	Amount	Remaining Budget
FIELD OPERATIONS DIV EXP	22500.00	3065062.73
FLEET VEHICLES		

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

Activity	Date	Clerk	Comment
Approved	08/29/25	MATTHEW ANDERSON	
Approved	08/29/25	SHONNDA SMITH	Auto approved by: 910516584
Approved	08/29/25	CHERI BOUCHER	Auto approved by: 910516584
Approved	09/03/25	DONALD ROSE	Auto approved by: 9105paij
Approved	09/03/25	SANDRA LEWIS	Auto approved by: 9105paij
Approved	09/03/25	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	09/03/25	JOHNNIE HARRUB	Auto approved by: 9105paij
Approved	09/03/25	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	09/03/25	ANNE FOLEY	Auto approved by: 9105paij
Approved	09/03/25	JOHN PAINE	

Authorized By: _____ Date: _____
 Signature

Contract Header

Contract

Statewide Emergency Lighting - Dana Safety

Supplier

Dana Safety Supply, Inc

Linked Solicitation

Emergency Lighting, Consoles, Guards & Vaults Bid

Type

Master Agreement

Contract Code

MA230000004209

Sourcing Number

SRC0000016881

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Wayne	Gautney	wayne.gautney@purchasing.alabama.gov	334-242-7173

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
Mark	Sevigny	bids@danasafetysupply.com	813-348-4866

1 Record(s)

Contract Scope

Organizations

State of Alabama

Contract Validity

Start Date

9/7/2023

End Date

9/6/2026

Documents

- [Master_Agreement_V1.pdf](#)
- [State of Alabama Emergency Lighting Contract Executive Summary.pdf](#)

Items

Item Name	Product Code	UOM
Code 3 Emergency Lighting	1	0.00 USD
Code 3 Emergency Lighting	2	68.75 Hour
Code 3 Emergency Lighting Shop Supplies	3	0.00 USD
Feniex Emergency Lighting	7	0.00 USD
Feniex Emergency Lighting Labor Rate	8	68.75 Hour
Feniex Lighting Shop Supplies	9	0.00 USD
Go-Rhino Emergency Lighting	10	0.00 USD
Go-Rhino Emergency Lighting Labor Rate	11	68.75 Hour
Go-Rhino Lighting Shop Supplies	12	0.00 USD
Havis Emergency Lighting	13	0.00 USD
Havis Emergency Lighting Labor Rate	14	68.75 Hour
Havis Lighting Shop Supplies	15	0.00 USD
Pro-Gard Emergency Lighting	16	0.00 USD
Pro-Gard Emergency Lighting Labor Rate	17	68.75 Hour
Pro-Gard Lighting Shop Supplies	18	0.00 USD
Soundoff Signal Emergency Lighting	19	0.00 USD
Soundoff Signal Lighting Labor Rate	20	68.75 Hour
Soundoff Signal Lighting Shop Supplies	21	0.00 USD
Star Signal Emergency Lighting	22	0.00 USD

Item Name	Product Code	UOM
Star Signal Lighting Labor Rate	23	68.75 Hour
Star Signal Lighting Shop Supplies	24	0.00 USD
Gamber Johnson Products	31	0.00 USD
Gamber Johnson Labor Rate	32	68.75 Hour
Gamber Johnson Shop Supplies	33	0.00 USD
Westin Products	34	0.00 USD
Westin Labor Rate	35	68.75 Hour
Westin Shop Supplies	36	0.00 USD
Jotto Desk Products	37	0.00 USD
Jotto Desk Labor Rate	38	68.75 Hour
Jotto Desk Shop Supplies	39	0.00 USD
Shipping/Freight	43	0.00 USD



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 9, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Online Consulting Inc., for pre-purchase of ONLC information technology training credits for MIT.

Amount of Contract:

\$20,000.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250903 ONLC Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 9 September 2025
Date

Item No. _____

Submitted by: Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Online Consulting Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Online Consulting Inc., for pre-purchase of ONLC
information technology training credits for MIT.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$20,000.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement.

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, 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>29422</u>	2025	(5000) INFORMATION TECHNOLOGY	PRE-PURCHASE OF ONLC INFORMATION TECHNOLOGY TRAINING CREDITS FOR MIT (PRICE BELOW BID REQUIREMENT)	\$20,000.00	<u>(297304) ONLINE CONSULTING INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00029422-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.45060. Review: Buyer: 9105fo1a Status: Approved	Page 1
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Vendor ONLC TRAINING CENTERS 505 CARR RD SUITE 100 WILMINGTON, DE 19809 Tel#800-288-8221	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference ASHLEY TODD Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/25/25	1297304	08/25/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	THIS IS TECHNICAL TRAINING AND CERTIFICATION. EMAIL PO TO CAROLYNS@ONLC.COM Learning Credits saver plan (entitles students to 35% discount) Plan Code = C9890	1.00 EACH	20000.00000	20000.00
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1	1000.10.23.5000.5000.5000.0000.0000.45060.			20000.00
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Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 ASHLEY TODD

Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

Requisition Link

Requisition Total	20000.00
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.45060.	20000.00	1057690.84
INFORMATION TECHNOLOGY EXP TRAINING		

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00029422-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.45060. Review: Buyer: 9105fola Status: Approved	Page 2
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Vendor ONLC TRAINING CENTERS 505 CARR RD SUITE 100 WILMINGTON, DE 19809 Tel#800-288-8221	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference ASHLEY TODD Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/25/25	297304	08/25/25			INFORMATION TECHNOLOGY

LN Description / Account	Qty	Unit Price	Net Price
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***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	08/25/25	GREG HOLLIDAY	Auto approved by: 91057606
Approved	08/25/25	SCOTT KEARNEY	
Approved	08/25/25	UDARA JAYASENA	Auto approved by: 91057606
Approved	09/03/25	DONALD ROSE	Auto approved by: 9105fola
Approved	09/03/25	SANDRA LEWIS	Auto approved by: 9105fola
Approved	09/03/25	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	09/03/25	JOHNNIE HARRUB	Auto approved by: 9105fola
Approved	09/03/25	SAMANTHA COOLEY	Auto approved by: 9105fola
Approved	09/03/25	ANNE FOLEY	
Approved	09/03/25	JOHN PAINE	Auto approved by: 9105fola

Authorized By: _____ Date: _____
 Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 9, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Southern Emergency & Rescue Vehicle Sales LLC for 1 AEV TraumaHawk Ambulance for MFRD.

Amount of Contract:

\$365,894.70

Funding Source

General fund.

ATTACHMENTS:

1. 20250904 SERV Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 9 September 2025 Item No. _____
Date

Submitted by: Procurement John Paine, Purchasing Agent
Department Department Head

Sponsored by: William S. Stimpson Mayor
Name Title

Reviewed by: _____
Executive Director

Routing Authorized: James Barber _____
Mayor's Office Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Southern Emergency & Rescue Vehicle Sales LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Southern Emergency & Rescue Vehicle Sales LLC for 1
AEV TraumaHawk Ambulance for MFRD.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$365,894.70

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: HGAC cooperative purchasing agreement, not on state contract.

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, 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>28473</u>	2025	(1510) FIRE ADMINISTRATION	ONE AEV TRAUMAHAWK AMBULANCE FOR MFRD (HGAC COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$365,894.70	<u>(298972)</u> <u>SOUTHERN</u> <u>EMERGENCY &</u> <u>RESCUE VEHICLE</u> <u>SALES LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028473-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45040. Review: Buyer: Status: Released	Page 1
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Vendor SOUTHERN EMERGENCY & RESCUE VEHICLE 15590 FLORIDA BLVD BATON ROUGE, LA 70819 Tel#225-683-3999	Ship To SALMUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/31/25	298972				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
001 AMBULANCE: MFR: AEV, VENDOR TO DELIVER PROFESSIONAL AMBULANCE (DBA SERVS) AMBULANCE ON A FORD F450 CHASSIS WITH A T1XSERIES: AEV TraumaHawk 148" X-Series Ambulance BODY. AS PER HGAC CONTRACT AM10-23 QUOTE DATED 7-31-2025 AND AS PER PROFESSIONAL AMBULANCE DBA SERVS) QUOTE No: 10090-0002 DATED 7-31-2025 TOTAL HGAC COST OF UNIT WITH NO DISCOUNT IS \$374,988. 70, HGAC IS SHOWING A TOTAL DISCOUNT OF \$9,094.00 BRINGING PRICE TO \$ 365,894.70. PROFESSIONAL AMBULANCE QUOTE SHOWS A TOTAL PRICE PRE-DISCOUNT OF 374, 322.00 FOR A PRICE OF \$365,894.00 IF THE CITY PAYS A PRE-PAY OF \$8, 428.00. PRICING OF PURCHASE REFLECTS THE CITY HAVING TAKEN AND MADE THE PRE-PAYMENT. Vendor Item	1.00 EACH	365894.70000	365894.70

1 1000.30.15.1510.1522.1510.0000.0000.45040.	365894.70
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00028473-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45040. Review: Buyer: Status: Released	Page 2
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Vendor SOUTHERN EMERGENCY & RESCUE VEHICLE 15590 FLORIDA BLVD BATON ROUGE, LA 70819 Tel#225-683-3999	Ship To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/31/25	298972				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference VICTORIA RICHARDSON Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 365894.70

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

Account	Amount	Remaining Budget
1000.30.15.1510.1522.1510.0000.0000.45040.		
	365894.70	.00
FIRE SUPPRESSION DIV EXP	FLEET VEHICLES	

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

Activity	Date	Clerk	Comment
Approved	08/01/25	MATTHEW ANDERSON	
Approved	08/01/25	SHONNDA SMITH	Auto approved by: 910516584
Approved	08/01/25	CHERI BOUCHER	Auto approved by: 910516584
Queued	08/01/25	DONALD ROSE	Auto approved by: 910516584
Queued	08/01/25	SANDRA LEWIS	Auto approved by: 910516584
Queued	08/01/25	STEVEN KRONINGER	Auto approved by: 910516584
Queued	08/01/25	JOHNNIE HARRUB	Auto approved by: 910516584



Looking for something specific?

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Ambulances, EMS, and Other Special Service Vehicles

Contract Information

Contract Number

AM10-23

Effective Dates

10/01/2023 - 09/30/2027

Contract Details

Ambulances; Light & Medium EMS/Rescue Vehicles, Mobile & Urban Command Vehicles; Mobile Command Centers. Many variations, options and accessories are available thru the HGACBuy contracts.

View Contacts

View Documents

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All Products

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Description	Code	Manufacturer	Price	Discount
Ford Expedition MAX, EMS Response Vehicle, Console, Rear Storage Cabinet, LED Lighting Package	10-75-SUV-ERS-EXMAX	10-75 Emergency Vehicles		10%
GM Suburban, EMS Response Vehicle, Console, Rear Storage Cabinet, LED Lighting Package	10-75-SUV-ERS-SUB	10-75 Emergency Vehicles		10%
(Base) Ford Transit 350HR AWD 148" Chassis, Mobile TOC	Trident	FLYMOTION, LLC		2%
(Base) Mercedes-Benz Sprinter 170" Chassis, Mobile TOC	Trident	FLYMOTION, LLC		2%
(Fully Loaded) Ford Transit 350HR AWD 148" Chassis, Mobile TOC	Trident	FLYMOTION, LLC		2%
(Fully Loaded) Mercedes-Benz Sprinter AWD 170" Chassis, Mobile TOC	Trident	FLYMOTION, LLC		2%
12' Remount on Customer Provided Chassis	12' Remount	Frazer, Ltd.		0%
12,000 LB GVWD DUAL AXLE TRAILER 7 KW GASOLINE GENERATOR	MCC180027	Bravo Trailer		2-70%

12,000-LB GVWR, DUAL AXLE TRAILER, 7 KW GASOLINE GENERATOR WITH 25 GALLON FUEL TANK, 2 WORK STATIONS, CONFERENCE ROOM SEATING FOR 7, ALUMINUM CABINETS, 3 DRY ERASE BOARDS, 1 PRV, 2 AIR CONDITIONERS, SHORE POWER, 120 VAC CONTROL PANEL, 2 BATTERIES, 2 CHARGERS, 55" LED HDTV, DATA VSAT, SATELLITE TV ANTENNA WITH 3 RECEIVERS, MOBILE RADIO BATTERY CHARGER, 6 TELEPHONE EXTENSIONS, 14 COMPUTER JACKS, WIRELESS ACCESS POINT, ELECTRONIC EQUIPMENT RACK, 16' AWNING, 2 PAIR STABILIZER JACKS AREA, SCENE LIGHTS	MCC100727	Bravo Trailer	3.70%
12,000-LB GVWR, TANDEM AXLE 24' TRAILER, 12 KW DIESEL GENERATOR, 25 GAL FUEL TANK, 2 WORKSTATIONS, CONFERENCE TABLE, 1 PRV, 2 AIR CONDITIONERS, 1 DIESEL HEATER, 5 TV/ 1 DVR, 3 DSS RECEIVERS, MODULATED AUDIO/VIDEO, PREWIRE 6 RADIOS, PBX PHONE SYSTEM, 3 LAND/ 1 CELL PREWIRE/ 1 FAX LINE, 14 PREWIRE CAT 6 COMPUTER NETWORK WITH MULTI FUNCTION PRINTER, INTERNET SATELLITE SYSTEM, 1 SLIDE OUT ELECTRONICS RACK, SCENE LIGHTING, LEVELING SYSTEM, EXTERIOR WORK AREA	MCC241782	Bravo Trailer	3.70%
14' Remount on Customer Provided Chassis	14' Remount	Frazer, Ltd.	0%
16' EMERGENCY RECOVERY VEHICLE/MOBILE COMMAND CENTER CONVENTIONAL CAB CHASSIS. 26,000-LB. GVWR. 325 HP ENGINE WITH ALLISON 3000 EVS AUTO TRANS. COLOR BACK UP CAMERA SYSTEM WITH 7" LCD MONITOR DAY/NIGHT. LOAD SPACE IS 16' LONG. EMERGENCY LIGHTS. CUSTOM NON-REFLECTIVE VINYL GRAPHICS INCLUDING THREE GRAPHIC SHIELDS. ONE WORKSTATION WITH CHAIR IN REAR. CUSTOM FABRICATED ALUMINUM CABINETS WITH DRY ERASE BOARDS. HVAC SYSTEM, AC ELECTRICAL SYSTEM WITH 15KW GENERATOR AND 12VDC ELECTRICAL SYSTEM. 57 FT MAST WITH MAST MOUNTED ANTENNA BRACKET. PROVISIONS FOR COMMUNICATIONS RADIO. OPTIONS INCLUDED NAPCO GEMINI ALARM SYSTEM. EXTERIOR COMPARTMENTS, LADDER TO ROOF AND LEVELING SYSTEM.	MCC163031	Freightliner	3.70%
18' Foot Mobile Clinic Module on International MV Diesel 4x2 Crew Cab	Mobile Clinic. - 18'	Frazer, Ltd.	0%
20' SWAT MOBILE COMMAND CENTER ON A 4X4 DIESEL CAB CHASSIS WITH A 20' LONG LOAD SPACE CUSTOM ALL ALUMINUM DRY VAN BODY. LED EMERGENCY INGLIGHT PACKAGE. BACK-UP CAMERA SYSTEM. BENCH SEATING FOR SIX IN REAR FOR SWAT TEAM. CUSTOM FABRICATED ALUMINUM CABINETS FOR SWAT EQUIPMENT STORAGE WITH DRY ERASE DOORS. HVAC, AC ELECTRICAL SYSTEM WITH 8 KW GENERATOR, 12VDC ELECTRICAL SYSTEM. INTEL-I-TOUCH MULTIPLEX CONTROL WITH TOUCH SCREEN INTERFACE. PREP WIRING FOR CUSTOMER SUPPLIED RADIOS. EXTERIOR COMPARTMENTS AND AWNING.	SWTMCC203292	Ford	3.70%
20' TACTICAL OPERATIONS CENTER TRAILER. FOUR WORKSTATIONS WITH SPACE TO ADD MORE. CUSTOM FABRICATED ALL ALUMINUM CABINETS WITH DRY ERASE BOARDS. HVAC, AC ELECTRICAL SYSTM WITH 20 KW GBGENERATOR 12VDC ELECTRICAL SYSTEM, LED EMERGENCY LIGHTING PACKAGE. TIE DOWN RINGS FOR AIR TRANSPORTABILITY. EQUIPMENT INCLUDES LARGE TOUCH SCREEN TV, DVR, EXTERNAL 43" LED TV, VIDEO/VOICE SERVER, LAPTOPS, PRINTER AND MORE. RADIOS AND COMPUTER NETWORK SYSTEM. MAST WITH NETWORK PTZ CAMERA. WIRELESS ACCESS POINT. EXTERIOR STORAGE COMPARTMENT, AWNING, AND WALK ON ALUMINUM ROOF.	TRL203216	Bravo Trailer	3.70%
2024 Chevrolet Silverado CC3500HD, 6.6L Diesel, Ambulance Prep Package, 170.8" Wheelbase. Single Cab. Bae Remount Package	GM C-3500 4x2 6.6L Diesel 173"WB	American Response Vehicles (ARV)	5%
2024 Chevrolet Silverado CC3500HD, 6.6L Diesel, Ambulance Prep Package, 170.8" Wheelbase. Single Cab. Base Remount Package	GM C-5500 4x2 6.6L Diesel 173"WB	American Response Vehicles (ARV)	5%
2024 CHEVY 3500 4X2 TYPE I GAS w/84"CA REMOUNT (BASE PRICE)	CHEVROLET 3500 TYPE I 4X2	Medic Built, LLC	10%
2024 CHEVY G3500 TYPE III REMOUNT (BASE PRICE)	CHEVY 3500 TYPE III	Medic Built, LLC	10%
2024 CHEVY G4500 TYPE III REMOUNT (BASE PRICE)	CHEVY 4500 TYPE III	Medic Built, LLC	10%
2024 FORD E-350 TYPE III REMOUNT (BASE PRICE)	FORD E350 TYPE III	Medic Built, LLC	10%
2024 FORD E-450 TYPE III REMOUNT (BASE PRICE)	FORD E450 TYPE III	Medic Built, LLC	10%
2024 FORD F 450 4X2 TYPE I GAS REMOUNT W/84"CA (BASE PRICE)	FORD F 450 TYPE I 4X2	Medic Built, LLC	10%
2024 FORD F 550 4X2 TYPE I GAS REMOUNT W/108"CA (BASE PRICE)	FORD F 550 TYPE I 4X2	Medic Built, LLC	10%

2024 FORD F-350 4X2 TYPE I Diesel REMOUNT (BASE PRICE)	FORD F 350 TYPE I 4X2	Medic Built, LLC	10%
2024 Ford F-350 Super Duty 6.7L Diesel Chassis. XLT Base Package. Ambulance Prep 47L Package 169" Wheelbase. Single Cab. Base Remount Package	Ford F-350 4x2 6.7L 169"WB	American Response Vehicles (ARV)	5%
2024 FORD F-450 4X2 TYPE I GAS REMOUNT W/108" CA (BASE PRICE)	FORD F 450 TYPE I 4X2	Medic Built, LLC	10%
2024 Ford F-450 Super Duty 6.7L Diesel Chassis. XLT Base Package. Ambulance Prep 47L Package 169" Wheelbase. Single Cab. Base Remount Package	Ford F-450 4x2 6.7L 169"WB	American Response Vehicles (ARV)	5%
2024 Ford F-450 Super Duty 6.7L Diesel Chassis. XLT Base Package. Ambulance Prep 47L Package 193" Wheelbase. Single Cab. Base Remount Package	Ford F-450 4x2 6.7L 193"WB	American Response Vehicles (ARV)	5%
2024 Ford F-450 Super Duty 7.3L Gas Chassis. XLT Base Package. Ambulance Prep 47L Package 169" Wheelbase. Single Cab. Base Remount Package	Ford F-450 4x2 7.3L 169"WB	American Response Vehicles (ARV)	5%
2024 Ford F-450 Super Duty 7.3L Gas Chassis. XLT Base Package. Ambulance Prep 47L Package 193" Wheelbase. Single Cab. Base Remount Package	Ford F-450 4x2 7.3L 193"WB	American Response Vehicles (ARV)	5%
2024 Ford F-550 Super Duty 6.7L Diesel Chassis. XLT Base Package. Ambulance Prep 47L Package 193" Wheelbase. Single Cab. Base Remount Package	Ford F-550 4x2 6.7L 193"WB	American Response Vehicles (ARV)	5%
2024 Ford F-550 Super Duty 7.3L Gas Chassis. XLT Base Package. Ambulance Prep 47L Package 193" Wheelbase. Single Cab. Base Remount Package	Ford F-550 4x2 7.3L 193"WB	American Response Vehicles (ARV)	5%
2024 Freightliner M2 6.7L, Ambulance Prep Package, 19.5" Wheels, Horizontal Exhaust, Hydraulic Brakes, 193"WB. Base Remount Package	Freightliner M2 6.7L ISB 4x2 193"WB Hydraulic Brakes	American Response Vehicles (ARV)	5%
2024 Freightliner M2 6.7L, Ambulance Prep Package, 22.5" Wheels, Vertical Exhaust, Air Brakes, Extended Wheelbase Remount Package, 4 Door Cab- 220" Wheelbase	Freightliner M2 4 Door Cab, 6.7L ISB, 4x2WB, 220" WB	American Response Vehicles (ARV)	5%
2024 GM G-3500 4x2, 6.6L Gas, Ambulance Prep Package, 139" Wheelbase. Base Remount Package	GM G-3500 4x2 6.6L GAS 139"WB	American Response Vehicles (ARV)	5%
2024 GM G-4500 4x2, 6.6L Gas, Ambulance Prep Package, 159" Wheelbase. Base Remount Package	GM G-4500 4x2 6.6L GAS 159"WB	American Response Vehicles (ARV)	5%
2024 Mercedes Sprinter 4500 Diesel Cab Cutaway Short Wheelbase Type III Remount	Mercedes Sprinter 4500 Cab Cutaway	American Response Vehicles (ARV)	5%
2024 RAM 4500 4X2 TYPE I REMOUNT W/108"CA (BASE PRICE)	RAM 4500 TYPE I 4X2	Medic Built, LLC	10%
2024 RAM 4500 4X2 TYPE I REMOUNT W/84"CA (BASE PRICE)	RAM 4500 TYPE I 4X2	Medic Built, LLC	10%
2024 RAM 4500 6.7L Diesel SLT Base Package. Ambulance Prep Package. 167.5" Wheelbase. Single Cab. Base Remount Package	RAM 4500 4x2 6.7L 167.5"WB	American Response Vehicles (ARV)	5%
2024 RAM 5500 4X2 TYPE I REMOUNT W/108"CA (BASE PRICE)	RAM 5500 TYPE I 4X2	Medic Built, LLC	10%
2024 RAM 5500 6.7L Diesel SLT Base Package. Ambulance Prep Package. 192.5" Wheelbase. Single Cab. Base Remount Package	RAM 5500 4x2 6.7L 192.5"WB	American Response Vehicles (ARV)	5%
2025 Ford E-350 Cab Cutaway 4x2 7.3L Gas, Ambulance Prep package, 138" Wheelbase. Base Remount Package	Ford E-350 4x2 7.3L 138"WB	American Response Vehicles (ARV)	5%
2025 Ford E-450 Cab Cutaway 4x2 7.3L Gas, Ambulance Prep package, 158" Wheelbase. Base Remount Package	Ford E-450 4x2 7.3L 158"WB	American Response Vehicles (ARV)	5%
2025 International MV607, 6.7L Diesel, Diamond Cab Package, Ambulance Prep Package, 19.5" Wheels, Horizontal Exhaust, Hydraulic Brakes 193"WB. Base Remount Package	International MV607 6.7L ISB 4x2 193"WB Hydraulic Brakes	American Response Vehicles (ARV)	5%

22' Mobile command center on a 9,950-lb GVWR gasoline chassis with spring suspension and a 4-wheel disc brakes. Two workstations, generator and electronics rack.	X22MCC-34781	Ford	3.70%
26' Mobile medical unit on commercial cutaway chassis. 16' body with two side entry doors. Graphics package. Interior finish includes FRP wall covering, non-slip vinyl flooring, fabric ceiling and vinyl seating surfaces. Additional features include: two door refrigerator, galley and lavatory, aluminum cabinetry, 7.0 KW generator, full electrical distribution system, heat and air conditioning, 2 blood draw chairs, cell phone booster kit, exterior storage compartment and more!	C26MED-33815	Ford	3.70%
28' 1 Room Mobile Clinic on a conventional cab chassis 4x2 19,500-lb. GVWR gas chassis with spring suspension hydraulic brakes and a 18' load space all aluminum body.	C28MED18042313	Ford	3.70%
28' Equipment/EOD/SWAT/DIVE/MCC Vehicle on a 25,500-lb. GVWR diesel chassis with spring rear suspension hydraulic brakes and a 18' load space walk-in van body.	SS28EEQ-SV	Freightliner	3.70%
29' Cab/Chassis Medical Vehicle with a wheelchair lift, patient waiting room area, check in desk, exam room with private changing room, complete HVAC system, awning, leveling system and storage compartments.	C28MED042616	Ford	3.70%
30' MOBILE COMMAND CENTER ON A CONVENTIONAL CAB CHASSIS WITH 26.5 FT LOAD SPACE ALL ALUMINUM DRY VAN BODY. FOUR WORKSTATIONS. CONFERENCE ROOM TABLE WITH SEATING FOR SIX. TWO SLIDE-OUTS. LED EMERGENCY LIGHTING PACKAGE. COLOR BACK UP CAMERA SYSTEM WITH 7" LCD MONITOR DAY/NIGHT. GALLEY WITH MICROWAVE, REFRIGERATOR, COFFEE MAKER. CUSTOM FABRICATED ALUMINUM CABINETS WITH DRY ERASE BOARDS. HVAC, AC ELECTRICAL SYSTEM WITH 20 KW GENERATOR, 12VDC ELECTRICAL SYSTEM. MULTIPLEX CONTROL SYSTEM WITH TOUCH SCREEN INTERFACE. TWO TELESCOPING TRIPOD LIGHT POLES. PREWIRE FOR CUSTOMER PROVIDED MONITORS AND RADIOS. ONE TOUCH SCREEN LED TV. EXTERIOR MONITOR ENCLOSED IN WEATHERPROOF COMPARTMENT. DVR, SATELLITE TV. MAST WITH NETWORK PTZ CAMERA. PBX TELEPHONE SYSTEM. EXTERIOR COMPARTMENT, AWNING, ROOF ACCESS, LEVELING SYSTEM. PRICE INCLUDES FEDERAL EXCISE TAX.	C40MCC307611	Freightliner	3.70%
30' Mobile command center on a 26,000-lb GVWR diesel chassis with air ride, air brakes and a 20' load space walk-in van body. Four workstations, generator and electronics rack.	S30MCC-35004	Freightliner	3.70%
30' Mobile command center on a 26,000-lb GVWR diesel chassis with air ride, hydraulic brakes and a 20' load space walk-in van body. Four workstations, generator and electronics rack.	S30MCC-34604	Freightliner	3.70%
30' MOBILE COMMAND CENTER ON A WALK-IN VAN WITH 30' LONG LOAD SPACE ALL ALUMINUM BODY. LED EMERGENCY LIGHTING PACKAGE. LAVATORY. FOUR WORKSTATIONS. CUSTOM FABRICATED BENCH SEATING AND ALUMINUM CABINETS WITH DRY ERASE BOARDS. HVAC, AC ELECTRICAL SYSTEM WITH 25 KW GENERATOR, 12VDC ELECTRICAL SYSTEM. LED NIGHT SCAN LIGHT TOWER. TWO LED TV'S PLUS ONE LARGE TOUCH SCREEN TV. ONE EXTERIOR TV INSIDE A WEATHERPROOF ACCESS DOOR. DVR. SATELLITE TV SYSTEM. MAST WITH NETWORK PTZ CAMERA. PREWIRE FOR CUSTOMER PROVIDED RADIOS. PBX TELEPHONE SYSTEM, COMPUTER NETWORK, EXTERIOR COMPARTMENT, AWNING, ROOF ACCESS AND LEVELING SYSTEM.	MCC301750	Freightliner	3.70%
32' Mobile command center with 1 slide out on a 22,000-lb GVWR gas	S32MCC-29466	Ford	3.70%

About the Cooperative	Bid Notices	HGACBuy How2s	Products & Services	Resources
32' Mobile command center with 1 slide out on a 22,000-lb GVWR gas chassis with spring suspension, hydraulic brakes and a 22' load space walk-in van body. Four workstations, generator, galley, electronics rack and leveling system.		S32MCC-34851	Ford	3.70%
33' MOBILE EMERGENCY OPERATIONS CENTER ON A CAB CHASSIS WITH 350 HP ENGINE, AIR RIDE SUSPENSION AND AIR BRAKES. CUSTOM ALL ALUMINUM DRY VAN BODY WITH 33' LOAD SPACE AREA. FOUR SLIDE OUTS. FOUR WORKSTATIONS. CONFERENCE AREA FOR TEN. CONFERENCE AREA FOR 10. LED EMERGENCY LIGHT PACKAGE. CUSTOM GRAPHICS. COLOR BACK UP CAMERA SYSTEM. GALLEY WITH COFFEE MAKER, MICROWAVE AND REFRIGERATOR. CUSTOM		MCC332998	Freightliner	3.70%

FABRICATED ALUMINUM CABINETS WITH DRY ERASE BOARDS. HVAC, AC ELECTRICAL WITH 25 KW GENERATOR, 12VDC ELECTRICAL SYSTEM. FEATURES LDV'S INTEL-I-TOUCH, A MULTIPLEX TOUCH SCREEN CONTROLL SYSTEM. TWELVE 24" LED TV'S, TWO 28" LED TV'S, TWO 43" LED TV'S, ONE 48" TOUCH SCREEN TV. ONE 43" LED TV EXTERIOR. MAST WITH NETWORK PZ CAMERA, RADIO PREPS, PBX TELEPHONE SYSTEM, COMPUTER NETWORK. ALARM SYSTEM, WEATHER STATION AND GPS. EXTERIOR STORAGE COMPARTMENTS, AWNING, ROOF ACCESS, LEVELING SYSTEM AND MORE. PRICE INCLUDES FEDERAL EXCISE TAX.

34' Mobile Command Center on a 26,000-lb GVWR diesel chassis with air ride suspension, hydraulic brakes and an all aluminum 24' load space walk-in van body.	SS34FC-SV	Freightliner	3.70%
36' mobile medical unit on a walk-in van chassis. 26' aluminum body with two side entry doors - one with wheelchair lift. Additional features include: exterior TV, galley & lavatory w/ pressurized water system, exam room, consultation room, aluminum cabinetry, A/V system, heat and air conditioning, FRP wall coverings, non-slip flooring, solid surface countertops with antimicrobial technology, 12 kw generator, touch-button vehicle control system, computer network, alarm system, awning, and more!	S36MED-33698	Freightliner	3.70%
36' walk-in van with all aluminum body, curbside sedan door, AM/FM stereo, bench seats, workstations with office chairs, 15kw generator, 2 -13,500 BTU air conditioners with 5,600 BTU heat strips, light fixtures on ceiling and workstation areas, scene & emergency lighting, walk on roof with ladder, exterior storage compartment.	SS36FC-SV	Freightliner	3.70%
36' Mobile command center with 1 slide out on a 26,000-lb GVWR diesel chassis with air ride, hydraulic brakes and a 26' load space walk-in van body. Four workstations, generator, galley, electronics rack and leveling system.	S36MCC-60730	Freightliner	3.70%
39' MOBILE COMMAND/COMMUNICATIONS CENTER BUILT ON AN ALUMINUM GOOSENECK TRAILER. WALK ON ROOF, 24 GALLON IN FRAME FUEL TANK AND TWO A/C UNITS WITH HEAT STRIPS. CUSTOM NON-REFLECTIVE VINYL GRAPHICS. GALLEY AND LAVATORY WITH TOILET AND COFFEE MAKER. SIX WORKSTATIONS WITH CHAIRS. CUSTOM FABRICATED CABINETS. HVAC SYSTEM, 120/240VAC ELECTRICAL SYSTEM WITH 20 KW GENERATOR. 12VDC ELECTRICAL SYSTEM. TWO LED TOUCH SCREEN TV'S, DVR, SATELLITE TV SYSTEM. MAST WITH PTZ NETWORK CAMERA. VOIP TELEPHONE SYSTEM, PROVISIONS FOR 6 FIXED WIRELESS TERMINALS, COMPUTER NETWORK, SATELLITE DATA SYSTEM, MULTI-FUNCTION PRINTER. OTHER OPTIONS INCLUDE WEATHER STATION AND AWNING.	MCC302995	Bravo Trailer	3.70%
39' Mobile dental vehicle on motorhome chassis. Features include: 25 KW generator, LP furnace, air conditioning, wheelchair access door, graphic wrap, electrical distribution system, FRP walls, vinyl ceiling, non-slip flooring, galley with fridge and microwave, lavatory, aluminum cabinetry, A/V system, computer network, two dental cleaning / exam rooms, Panorex room and more!	M38DNT-34027	Winnebago	3.70%
40' Mobile Command Center with 1 slideout on a 30,000-lb GVWR diesel chassis with air ride suspension air brakes and a 30' load space walk-in van body.	SS40FC1S-SV	Freightliner	3.70%
40' MOBILE MEDICAL UNIT ON A WALK-IN VAN WITH AN ALL ALUMINUM BODY AND A WHEELCHAIR ACCESS LIFT. THIS VEHICLE FEATURES TWO EXAM ROOMS WITH EXAM TABLES, SINKS, LAVATORY AREA AND WAITING AREA. PLEASE CONTACT A SALES SPECIALIST AT 800-558-5986 FOR MORE INFORMATION AND SPECIFICATIONS/DRAWINGS, THIS UNIT IS COMPLETELY CUSTOMIZABLE TO ACCOMODATE MEDICAL/DENTAL/BLOOD/MAMMOGRAPHY/CLINIC/REHAB/OUTREACH ETC. WITH GSA APPROVED OPTIONS.	S40MED30012012	Freightliner	3.70%
40' OVERALL LENGTH MOBILE COMMAND CENTER ON A WALK-IN VAN WITH 30' LONG LOAD SPACE AREA. BACKUP ALARM, LED EMERGENCY LIGHTS. COLOR BACK UP CAMERA SYSTEM WITH 7" LCD MONITOR DAY/NIGHT. BLACKOUT CURTAINS FOR CAB AREA WINDOWS. GALLEY WITH SINK, COFFEE MAKER, REFRIGERATOR, AND MICROWAVE. FOUR WORKSTATIONS IN REAR OF VEHICLE. CUSTOM FABRICATED BENCH SEATING AND CABINETS. HVAC SYSTEM, AC ELECTRICAL SYSTEM WITH DIESEL GENERATOR, 12VDC ELECTRICAL SYSTEM. MULTIPLEX CONTROL SYSTEM WITH TOUCH SCREEN CONTROL INTERFACE. TWO LED TV'S WITH DVR. PROVISIONS FOR FUTURE DSS/SATELLITE SYSTEM. PROVISIONS FOR FUTURE 25' MAST ON REAR OF VEHICLE. PROVISIONS FOR FIVE COMM RADIOS. PBX TELEPHONE SYSTEM. COMPUTER NETWORK EXTERIOR COMPARTMENT AWNING AND ROOF ACCESS	SS40FC-SV	Freightliner	3.70%

40' walk-in van with all aluminum body, no CDL required, four blood donation beds, interview and recovery areas, awning, leveling system, eight TVs & Blu-Ray system and custom interior.	S40MED3031513	Freightliner	3.70%
40' MOBILE COMMAND CENTER ON A CONVENTIONAL CAB CHASSIS WITH 29.5' LOAD SPACE CUSTOM ALL ALUMINUM DRY VAN BODY. BACK-UP CAMERA SYSTEM. PULL OUT ALUMINUM ENTRY STAIRS. LED EMERGENCY LIGHTING PACKAGE. THREE SLIDE-OUTS. CONFERENCE ROOM TABLE WITH SEATING FOR EIGHT. FIVE WORKSTATIONS. 13 OFFICE CHAIRS, TWO COMMAND AREAS SEPARATED BY POCKET DOORS. CUSTOM FABRICATED ALUMINUM CABINETS. SIXTEEN LED TV/MONITORS. ONE LARGE TOUCH SCREEN TV. MULTI-FUNCTION PRINTER, 24" PRINTER. NON-REFLECTIVE VINYL GRAPHICS PACKAGE. HVAC, AC ELECTRICAL SYSTEM WITH 25 KW GENERATOR, 12VDC ELECTRICAL SYSTEM. MULTIPLEX CONTROL SYSTEM WITH TOUCH SCREEN INTERFACE. WEATHERPROOF EXTERIOR DOOR TO ACCESS EXTERIOR CONNECTIONS AND EQUIPMENT, COMPUTER NETWORK WITH VOIP TELEPHONE SYSTEM. MULTI-CAMERA SURVEILLANCE SYSTEM. MAST WITH PTZ NETWORK CAMERA. WIRING PREPS FOR COMMUNICATIONS RADIOS. EXTERIOR COMPARTMENTS, TWO AWNINGS, ROOF ACCESS, AND LEVELING SYSTEM. PRICE INCLUDES FEDERAL EXCISE TAX.	C40MCC303429	Freightliner	3.70%
40' MOBILE COMMAND CENTER ON A DIESEL CONVENTIONAL CAB CHASSIS WITH 29' 6" LOAD SPACE ALL ALUMINUM DRY VAN BODY. LED EMERGENCY LIGHTING PACKAGE. BACKUP CAMERA. ONE SLIDE-OUT. GALLEY WITH SINK, MICROWAVE, COFFEE MAKER, AND REFRIGERATOR. LAVATORY. FOUR WORKSTATIONS. CONFERENCE TABLE FOR SIX, CUSTOM FABRICATED ALUMINUM CABINETS WITH DRY ERASE BOARDS. HVAC, AC ELECTRICAL, SYSTEM WITH 20 KW GENERATOR, 12VDC ELECTRICAL SYSTEM. MULTIPLEX CONTROL SYSTEM WITH TOUCH SCREEN INTERFACE. TWO LED TV'S, ONE LARGE TOUCH SCREEN TV, DVR. WEATHERPROOF EXTERIOR DOOR COMPARTMENT WITH LED TV FOR OUTSIDE BRIEFING AREA. PROVISIONS FOR FUTURE DSS/SATELLITE SYSTEM. MAST WITH PTZ NETWORK CAMERA. RADIO PREPS. VOIP TELEPHONE SYSTEM AND COMPUTER NETWORK. EXTERIOR COMPARTMENT, AWNING, ROOF ACCESS, AND LEVELING SYSTEM.	SS40FC1S-CC	Freightliner	3.70%
40' MOBILE COMMAND CENTER ON A WALK-IN VAN CHASSIS WITH 30' LOAD SPACE ALL ALUMINUM STEP VAN BODY. BACK-UP CAMERA SYSTEM. LED EMERGENCY LIGHTING PACKAGE. FIVE WORKSTATIONS WITH CHAIRS. ONE SLIDE-OUT. BENCH SEATING WITH CONFERENCE TABLE LOCATED IN REAR. CUSTOM FABRICATED CABINETS WITH DRY ERASE. GALLEY WITH MICROWAVE, REFRIGERATOR, AND COFFEE MAKER. HVAC, AC ELECTRICAL SYSTEM WITH 20 KW GENERATOR, 12VDC ELECTRICAL SYSTEM. THREE LED TV'S, DVR. PROVISIONS FOR FUTURE MAST AND COMMUNICATION RADIOS. PBX TELEPHONE SYSTEM, COMPUTER NETWORK. INTEL-I-TOUCH CONTROL WITH TOUCH SCREEN INTERFACE. EXTERIOR STORAGE, AWNING, ROOF ACCESS AND LEVELING SYSTEM.	SS40RC1S-SV	Freightliner	3.70%
45' Cab/Chassis Command Vehicle with workstations, conference room, 4 slideouts, galley, lavatory, electronics rack, mast and camera system, monitors, radios, VSAT satellite, telephone/computer network, exterior storage compartments, generator, HVAC, technology network systems and emergency lighting package. PRICE INCLUDES FEDERAL EXCISE TAX.	C45MCC101915	Freightliner	3.70%
45' mobile medical unit on commercial coach platform w/ seating for 4 passengers. Wheelchair access door w/ lift. Add'l side entry door. Two exam rooms with exam tables, Welch Allyn wall sets, sinks and seating. Check in area w/ aluminum cabinetry and sink. Additional features include: galley w/ microwave and fridge, pressurized water system, aluminum cabinetry throughout, air conditioning, 25 kw generator and full electrical distribution system, medical freezer, two awnings, and more!	M45MED-34399	Berkshire	3.70%
4X4 CAB CHASSIS 33,000-LB GVWR, 300 HP, ALLISON 3000 TRANSMISSION, 50 GAL FUEL TANK, STEEL WHEELS, 20 KW GENERATOR, COLOR BACK-UP CAMERA, BENCH SEATING, 3 WORKSTATIONS W/ OFFICE CHAIRS, ALUMINUM CABINETS, 1 PRV, 2 AIR CONDITIONERS, 2 DIESEL FURNACES, 8 LAND/ 1 FAX, 6 WIRELESS IP PHONES, 4 VOIP DESK PHONES, VOIP PHONE SYSTEM, PREWIRE 8 RADIOS, ANTENNA RACE WAY, ANTENNA TERMINATION PANEL, HIGH SPEED INTERNET DISH, 2 TVS/DVR/ 2 DSS MODULATED AUDIO/VIDEO SYSTEM, 7 PREWIRE CAT 6 COMPUTER NETWORK WITH FAX/SCAN/PRINTER, 4 PERSON CONFERENCE AREA, 25' MAST W/VIDEO CAMERA, MAST SAFETY SYSTEM, WEATHER STATION, 2 NETWORKED CLOCKS. 2 KWIK-RAZE LIGHTS. COMMAND STROBE. LED EMERGENCY	MCC181436	Freightliner	3.70%

LIGHTS, ROOF ACCESS LADDER, EXTERIOR WORKSTATION, SCENE LIGHTING, ELECTRIC AWNING, EXTERIOR STORAGE, EXTERIOR GRAPHICS, LEVELING SYSTEM, PERIMETER FLOOD LIGHTS, ALARM SYSTEM

4x4 Crew cab diesel 19,500 lb GVW chassis with all-aluminum welded 12' body. Includes NFPA treadplate roof. Class IV receiver hitch. Custom running boards and rear bumper, LED clearance lights, 12,000 lb winch, Back-up camera, Air horns, Aluminum box pan shelves mounted on adjustable rails, LED scene lights, Telescoping light poles (4), emergency lighting package w/ lightbar, wireless gateway, exterior storage compartments w/ adjustable shelving and slide-out storage shelves, 4 vertical slide-out storage panels, all surfaces coated w/ spray in bed liner, 2 SCBA holders, LED lighting in all compartments	C22EEQ-33732	Ford	3.70%
86/148 Type III Sprinter "LE"	Sprinter	Leader	3%
92/145 Type III Ford "SE"	SE	Leader	3%
94/148 Type III Ford "LE"	LE	Leader	3%
96/150 Type I Ford "LE"	LE	Leader	3%
96/170 CCT Type III Ford	CCT	Leader	3%
96/170 Type III Ford "LE"	LE	Leader	3%
96/173 Type I Ford "LE"	LE	Leader	3%
A/C Service	Ambulance Type I, II, III	Siddons-Martin Emergency Group	NA
A/C Service	Medium Duty Vehicles	Siddons-Martin Emergency Group	NA
ALS Response Vehicle, Ford F350, 80" walk around aluminum body, 16 compartments, painted, console, emergency lighting.	AM2XSB06	First Priority	10%
ALS Response Vehicle, GMC 3500HD Crew Cab, 80" walk around aluminum body, 7 compartments, painted, console, emergency lighting.	AM2XSB07	First Priority	10%
Ambulance Parts, Service Related (% off MSRP)	AMBPARTS	Varies	6%
Base NWEV Remount Package for Medium Duty, Freightliner/International (Short and Long Wheelbase)	Medium Duty International, Freightliner	American Response Vehicles (ARV)	5%
Base NWEV Remount Package for Type I Ford, Ram, Silverado 3500. (Short and Long Wheelbase)	Type I Ford, Ram, Silverado	American Response Vehicles (ARV)	5%
Base NWEV Remount Package for Type III Ford or Chevrolet/GM Chassis (Short and Long Wheelbase)	Type III Ford, GM, Mercedes	American Response Vehicles (ARV)	5%
BearCat G2 Armored Tactical Vehicle, F-550 chassis, 131" WB	BearCat G2	Lenco Industries, Inc.	6%
BearCat G2 with select options: BCDLEN, BC4DR, BCGP7 (qty 8), BC360DEG, BCHACUP, BCHYDRAM, BCDRACOPREP, BCVSPL, BCSLLED (qty 2) BCHIDL, BCFIL, BCTDL-IR, BCINV2000, BCAOPG, BCINT, BCWMT (qty 6) and \$15,000 Discount	G2 Pro	Lenco Industries, Inc.	6%
BearCat G2 with select options: BCDLEN, BC4DR, BCGP7 (qty 8), BCHACUP, BCHYDRAM, BCDRACOPREP, BCSLLED (qty 2) BCHIDL, BCTC, BCINT, and \$15,000 Discount	G2 Core	Lenco Industries, Inc.	6%
BearCat G3 Armored Tactical Vehicle, F-550 chassis, 131" WB, Off-Road Edition	BearCat G3	Lenco Industries, Inc.	6%
BearCat G3 with select options: BCDLEN, BC4DR, BCGP7 (qty 8), BC360DEG, BCHACUP, BCHYDRAM, BCDRACOPREP, BCVSPL, BCSLLED (qty 2) BCHIDL, BCFIL, BCTDL-IR, BCINV2000, BCAOPG, BCINT, BCWMT (qty 6) and \$15,000 Discount	G3 Pro	Lenco Industries, Inc.	6%
BearCat G3 with select options: BCDLEN, BC4DR, BCGP7 (qty 8), BCHACUP, BCHYDRAM, BCDRACOPREP, BCSLLED (qty 2) BCHIDL, BCTC, BCINT, and \$15,000 Discount	G3 Core	Lenco Industries, Inc.	6%
C34MED24-14, 34' 1 Room Mobile Clinic on a conventional cab chassis 25,999-lb. GVWR gas chassis with spring suspension hydraulic brakes and	C34MED24042413	Ford	3.70%

a 24' load space all aluminum body.

CAB CHASSIS, 39,000-LB GVWR, 330 HPSINGLE REAR 23,000# AXLE, ALLISON 3000 EVS TRANSMISSION, AIR RIDE, AIR BRAKE, DUAL 50 GAL FUEL TANKS, ALUMINUM WHEELS, 1 FRONT & 1 REAR SLIDE-OUT, 25 KW GENERATOR, MULTIPLEX CONTROL SYSTEM, LED INTERIOR LIGHTING, 2 PRV, 3 AIR CONDITIONERS, GALLEY, 5 WORKSTATIONS W/OFFICE CHAIRS, CONFERENCE ROOM, CAMERA/MICROPHONE IN CONFERENCE ROOM, DRY ERASE BOARDS, 6 TVs, 2 LARGE TOUCH SCREEN TVs, DVR, TWO 25' MASTS W/ NETWORK VIDEO CAMERAS, LAPTOPS & DOCKING STATIONS, CAT 6 COMPUTER NETWORK WITH MULTI FUNCTION PRINTER, 24" PRINTER, EQUIPMENT RACK,4G ROUTER, SATELLITE DATA SYSTEM, WEATHER STATION, PREWIRE FOR 12 RADIOS, ANTENNA PATCH PANEL & RACEWAY, 4 FIXED WIRELESS PREPS/ 3 LAND LINES/ PREWIRE 1 SATELLITE PHONE, SATELLITE TV/ 2 DSS/ PBX PHONE SYSTEM, LEVELING SYTEM, 2 TRI-POD LIGHT TOWERS, EMERGENCY LIGHTING, SCENE LIGHTING, LOWER PERIMETER LIGHTING	MCC281880	Freightliner	3.70%
CAB CHASSIS, 54,600-LB GVWR, DIESEL, 505 HP, ALLISON 4500 EVS TRANSMISSION, 100 GAL FUEL TANK, 25 KW GENERATOR, BACKUP CAMERA, CUSTOM CAB CONSOLE, 2 SLIDEOUTS, KEYLESS ENTRY, GALLEY, ALUMINUM CABINETS, WIREMOLD RACEWAY, 6 WORKSTATIONS W/OFFICE CHAIRS, BENCH SEATING, ELECTRONICS RACKS W/EXT. ACECSS, INTERIOR ROLL-UP DOOR W/SHELVING, MULTIPLEX CONTROL SYSTEM, 3 PRVS, 4 ACS, 2 DIESEL HEATERS, 1 ELECTRIC HEATER, 9 TVs, 2 LARGE TOUCH SCREEN TVs, TV ANTENNA, MODULATED AV SYSTEM, EXT AV INPUT/OUTPUTS, PREWIRE DSS ANTENNA, PREWIRE VSAT DATA ANTENNA, DVR, PREWIRE 4 DSS RECEIVERS, PERIMETER CAMERA SYSTEM, 8 LANDLINES, MAST W/CAMERA, PREWIRE 20 RADIOS, 2 SATELLITE RADIOS, PREWIRE INTEROPERABILITY SYSTEM, ANTENNA RACEWAY & PATCH PANNEL, PREWIRE 18 CAT 6, PASS THROUGH, 4 TRI-POD LIGHTS, NIGHT SCAN TOWER, EMERGENCY LIGHTING, SCENE LIGHTS, GROUND STAKE, PA SYSTEM, WEATHER STATION, 2 AWNINGS, EXT STORAGE, LADDER, ALARM SYSTEM, LEVELING SYSTEM. PRICE INCLUDES FEDERAL EXCISE TAX.	MCC302200	Kenworth	3.70%
CAB CHASSIS, 6X6, 49,000-LB GVWR, 350 HP, ALLISON 3000 EVS TRANSMISSION, 50 GAL FUEL TANK, GPS, 25 KW GENERATOR, CAB WALK THROUGH, BACK-UP CAMERA. 4 CAMERA PERIMETER SURVEILLANCE, CUSTOM CAB CONSOLE, KEYLESS ENTRY, 2 SLIDE OUTS, 7 WORKSTATIONS W/OFFICE CHAIRS, CONFERENCE TABLE W/ 4 OFFICE CHAIRS, ALUMINUM CABINETS, GALLEY/LAVATORY, 2/PRV, 4/AC'S, 2/DIESEL HEATERS, 1/ELECTRIC HEATER, MULTIPLEXED ELECTRICAL SYSTEM, 25 TV'S, LARGE TOUCH SCREEN TV, SATELLITE TV DISH W/ 3 RECEIVERS, TV ANTENNA, MODULATED A/V SYS, PBX PHONE SYS W/ 9 PHONES, BROADBAND SATELLITE, MAST W/ CAMERA & ANTENNA PREPS, PREWIRE 12 RADIOS, ANTENNA RACEWAY, CAT 6 COMPUTER NETWORK WITH MULTI-FUNCTION PRINTER, WIRELESS NETWORK, ELECTRONICS RACKS, RADIO INTEROPERABILITY, EXT. STORAGE, WEATHER STATION, NIGHT SCAN LIGHT TOWER, AWNING, LADDER, LEVELING SYS, EMERGENCY LIGHTING, SIREN, SCENE LIGHTS, GRAPHICS. PRICE INCLUDES FEDERAL EXCISE TAX.	MCC332576	Freightliner	3.70%
CAB/CHASSIS MOBILE OUTREACH VEHICLE WITH A 24' LONG ALL ALUMINUM BODY WITH A WHEELCHAIR LIFT, AWNING, LAVATORY AREA, WORKSTATIONS AND SEATING AREA.	C34ORC022415 - chg model #	Freightliner	3.70%
Chassis 250 hour/ 6-month or 7500 miles	Ambulance Type I, II, III	Siddons-Martin Emergency Group	NA
Chassis Service Preventative Maintenance	Medium Duty Vehicles	Siddons-Martin Emergency Group	NA
Chevrolet 2148 Warrior III G3500 - Gas + Conversion		Osage	12%
Chevrolet 2168 Super Warrior III G4500 - Gas + Conversion		Osage	12%
CHEVROLET SILVERADO SSV CONVERSION, 4WD, BASE WARNING LIGHT PACKAGE, SHORELINE CHARGING	VCICONV09	VCI Emergency Vehicle Specialists	5%
CHEVROLET SUBURBAN FLEET CONVERSION, 4WD, BASE WARNING LIGHT PACKAGE, SHORELINE CHARGING	VCICONV08	VCI Emergency Vehicle Specialists	5%
Chevrolet Tahoe SSV Chassis 4x4, Command Vehicle	Maverick	FLYMOTION, LLC	2%

CHEVROLET TAHOE SSV CONVERSION, 4WD, BASE WARNING LIGHT PACKAGE, SHORELINE CHARGING	VCICONV07	VCIC Emergency Vehicle Specialists	5%
Chevy 3500 Diesel 4x4 Reg Cab-84"CA w/ Steel wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Chevy 3500 Diesel 4x4 Reg Cab-84"CA w/ Steel wheels	Type I - 12'XT	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	Type I - 14'	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	Type I - 14'XT	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	Type I - 14' Mobile Training Unit	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	Type I - 14' Remount	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	Type I - 12'XT	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x4 Reg Cab-108"CA w/ Aluminum wheels	Type I - 14'XT	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x4 Reg Cab-108"CA w/ Aluminum wheels	Type I - 14'	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x4 Reg Cab-108"CA w/ Aluminum wheels	Type I - 14' Mobile Training Unit	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x4 Reg Cab-108"CA w/ Aluminum wheels	Type I - 14' Remount	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x4 Reg Cab-84"CA w/ Aluminum wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x4 Reg Cab-84"CA w/ Aluminum wheels	Type I - 12'XT	Frazer, Ltd.	0%
Chevy 3500 Diesel 4x4 Reg Cab-84"CA w/ Steel wheels	Type I - 12'	Frazer, Ltd.	0%
Chevy 3500 Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	Type I - 12'XT	Frazer, Ltd.	0%
Chevy 3500 Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	Type I - 12'	Frazer, Ltd.	0%
Chevy 3500 Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Chevy 3500 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Chevy 3500 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	Type I - 12'	Frazer, Ltd.	0%
Chevy 3500 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	Type I - 12'XT	Frazer, Ltd.	0%
Chevy 3500 Gas 4x2 Reg Cab-84"CA w/ Steel wheels	Type I - 12'XT	Frazer, Ltd.	0%
Chevy 3500 Gas 4x2 Reg Cab-84"CA w/ Steel wheels	Type I - 12'	Frazer, Ltd.	0%
Chevy 3500 Gas 4x2 Reg Cab-84"CA w/ Steel wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	Type I - 14' Mobile Training Unit	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	Type I - 14' Remount	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	Type I - 14'	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	Type I - 14'XT	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	Type I - 12'	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x4 Reg Cab-84"CA w/ Aluminum wheels	Type I - 12'	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x4 Reg Cab-84"CA w/ Steel wheels	Type I - 12'XT	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x4 Reg Cab-84"CA w/ Steel wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x4 Reg Cab-84CA" w/ Steel wheels	Type I - 12'	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x2 Reg Cab-108"CA w/ Aluminum wheels	Type I - 14'XT	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x2 Reg Cab-108"CA w/ Aluminum wheels	Type I - 14'	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x2 Reg Cab-108"CA w/ Aluminum wheels	Type I - 14' Mobile Training Unit	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x2 Reg Cab-108"CA w/ Aluminum wheels	Type I - 14' Remount	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x2 Reg Cab-84"CA w/ Aluminum wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x2 Reg Cab-84"CA w/ Aluminum wheels	Type I - 12'XT	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x2 Reg Cab-84"CA w/ Aluminum wheels	Type I - 12'	Frazer, Ltd.	0%

Chevy C2500 Diesel 4x2 Reg Cab-60"CA w/ Aluminum wheels	First Responder (UCV) - 9'	Frazer, Ltd.	0%
Chevy C2500 Diesel 4x2 Reg Cab-60"CA w/ Aluminum wheels	First Responder (UCV) - 10'	Frazer, Ltd.	0%
Chevy C2500 Gas 4x2 Reg Cab-60"CA w/ Aluminum wheels	First Responder (UCV) - 9'	Frazer, Ltd.	0%
Chevy C2500 Gas 4x2 Reg Cab-60"CA w/ Aluminum wheels	First Responder (UCV) - 10'	Frazer, Ltd.	0%
Chevy G-3500 Paraliner Type III 147" Body NA 75	Paraliner	Life Line	3%
Chevy G-4500 Superliner Type III 167" Body NA 72	Superliner	Life Line	3%
Chevy G-4500 Superliner Type III 171" Body NA 73	Superliner	Life Line	3%
Chevy G-4500 Victoryliner Type III 167" Body NA	Victoryliner	Life Line	3%
Chevy G3500 Gas 4x2 Reg Cab-80"CA w/ Steel wheels	Type III - 12'	Frazer, Ltd.	0%
Chevy G3500 Gas 4x2 Reg Cab-80"CA w/ Steel wheels	Type III - 12'XT	Frazer, Ltd.	0%
Chevy G3500 Gas 4x2 Reg Cab-80"CA w/ Steel wheels	Type III - 12' Remount	Frazer, Ltd.	0%
Chevy G4500 Gas 4x2 Reg Cab-100"CA w/ Steel wheels	Type III - 14' Remount	Frazer, Ltd.	0%
Chevy G4500 Gas 4x2 Reg Cab-100"CA w/ Steel wheels	Type III - 14'	Frazer, Ltd.	0%
Chevy HD 4500 Highliner Type I 171" Body 4 x 2 Die	Highliner	Life Line	3%
Chevy HD 5500 Highliner Type I 171" Body 4 x 2 Die	Highliner	Life Line	3%
Chevy T-III Remount Standard Package (includes Mirrors) - NON-OSAGE MODULE		Osage	12%
Chevy T-III Remount Standard Package (includes Mirrors) - OSAGE MODULE		Osage	12%
Chief XL Type I: Chevy 5500 4x2 /189" Wheelbase / 72"Headroom/169" L Full Seam Welded Module-Sliding Side Door/ Diesel	BCXI-C5500	Braun	5.0%
Chief XL Type I: Ram 5500 4x2 /192" Wheelbase/ 72" Headroom/ 169" L Full Seam Welded Module-Sliding Side Door/ Diesel	BCXLI-R5500	Braun	5.0%
Chief XL Type I: Ford F-450 4x2 / 193" Wheelbase / 72" Headroom / 169"L Full Seam Welded Module - Sliding Side Door / Diesel	BCXLI-F450	Braun	5.0%
Chief XL Type I: Ford F-550 4x2 / 193" Wheelbase / 72" Headroom / 169"L Full Seam Welded Module - Sliding Side Door / Diesel	BCXLI-F550	Braun	5.0%
Chief XL Type III: Chevy G-4500 / 159" Wheelbase / 72" Headroom / 169" L Full Seam Welded Module - Sliding Side Door / Gas	BCXLIII-C4500	Braun	5.0%
Chief XL Type III: Ford E-450 4x2 / 158" Wheelbase / 72" Headroom / 169"L Full Seam Welded Module - Sliding Side Door / Gas	BCXLIII-E450	Braun	5.0%
Command Center, Medium duty, 26000 lb GVWR, Aluminum modified dry freight body, 28ft, aluminum interior cabinets, work stations, 120v power.	AM2XSC14	First Priority	10%
Command upfit 2021+ Chevy Tahoe	Chief 2 Upfit	Alpha One Firetrucks, LLC	5%
Command upfit on 2015+ Ford F-150	Chief 1 Upfit	Alpha One Firetrucks, LLC	5%
Command upfit on 2019+ Chevy Silverado	Chief 3 Upfit	Alpha One Firetrucks, LLC	5%
Commercial cutaway chassis 24' overall length, two rooms for workstations and conference area, can be used for HNT, command, etc. Three TVs, galley area, bench seating, cabinets, generator & shore power.	SS24RC-CC	Ford	3.70%
Commercial utility body, Ford F-550 11ft walk-in body, steel, painted, 9 compartments, console, emergency lighting.	AM2XSB09	First Priority	10%
CONVENTIONAL CAB CHASSIS, 49,000-LB GVWR, TANDEM, 330 HP, ALLISON 3000 TRANSMISSION, DUAL 50 GAL FUEL TANKS, 20 KW GENERATOR, GALLEY, LAVATORY, FRONT AND REAR SLIDE-OUTS, 3 WORKSTATIONS WITH 3 STOOLS, BENCH SEATING, ALUMINUM CABINETS, 13 FLOOR DRAINS, LARGE EXPANDABLE HOLDING CELL, 5 TRANSIT SEATS, INTERIOR SURVEILLANCE PACKAGE, 1 DRE AREA, 4 BREATH TESTING AREAS, 3 PRVS, 4 AIR CONDITIONERS, 3 ELECTRIC HEATERS, 1 TV/1 DVR, 9 PREWIRE CAT 6 COMPUTER NETWORK WITH 9	BATMCC331759	Freightliner	3.70%

DOCKING STATIONS, 2 FAX/SCAN/PRINTER, 1 FIXED WIRELESS PREP/1 PHONE, PREWIRE 1 RADIO, 9 RADIO MODEMS. PRICE INCLUDES FEDERAL EXCISE TAX.

CREW CAB CHASSIS, DIESEL, 2WD, 26,000-LB GVWR, 300 HP, ALLISON 2500 EVS TRANSMISSION, DUAL 50 GAL FUEL TANKS, 12 KW GENERATOR, ROBOT RAMP & STORAGE W/FLOOR TIE DOWNS, 4 ROLL-UP DOORS, BACKUP CAMERA, CUSTOM CONSOLE IN CAB, GALLEY W/MICROWAVE & REFRIGERATOR, ALUMINUM CABINETS, WORKSTATION W/OFFICE CHAIR, BENCH SEATING, BOX PAN SHELVES W/DRI-DEK, ELECTRONICS RACK, SCBA QUICK-STORAGE RACK, 1 PRV, 2 ACS, 1 DIESEL FURNACE, 2 TRI-POD LIGHTS, 1 CORD REEL, 3 TVS/1 DVR, PREWIRE 2 RADIOS, 4 SURVEILLANCE CAMERAS, MODULATED AV SYSTEM, 2 MASTS, PREWIRE FOR MICROWAVE RECEIVER AND ANTENNA, NETWORK MAST CAMERA, ALARM SYSTEM, PASS THROUGH, EXTERIOR STORAGE, EMERGENCY LIGHTING, SCENE LIGHTS, EXTERIOR LADDER, AWNING, LEVELING SYSTEM, EXTERIOR WORKSTATION W/MONITOR	EODMCC202488	Freightliner	3.70%
Critical Response Command Unit, Ford Transit-350 High Roof Van, 2WD, 9,500 GVWR, 22 feet overall length, Single axle, Gasoline	CRU-22	Frontline Communications	5.5%
Custom Command Center, 30 ft custom aluminum body, 3 rooms, network, 120 vac, heat & AC, Camera system,	AM2XSC15	First Priority	10%
Custom Command Center, 40 ft custom aluminum body, 3 rooms, network, 120 vac, heat & AC, Camera system,	AM2XSC15	First Priority	10%
Custom response unit on a Ford F650, diesel, with a 16' walk around aluminum body w/9 compartments	10-75-MRSQ-16AE-WA-FD	10-75 Emergency Vehicles	10%
Custom response unit on a Ford F650, diesel, with a 16' walk in aluminum body w/8 compartments and rear entry door	10-75-MRSQ-16AE-WI-FD	10-75 Emergency Vehicles	10%
Custom response unit on a Freightliner diesel, with a 16' walk around aluminum body w/9 compartments	10-75-MRSQ-16AE-WA-FL	10-75 Emergency Vehicles	10%
Custom response unit on a Freightliner diesel, with a 16' walk in aluminum body w/8 compartments and rear entry door	10-75-MRSQ-16AE-WI-FL	10-75 Emergency Vehicles	10%
Customer Supplied Type I Chevy K3500 4x2 Diesel chassis plus Customers ambulance module	AM20SE13	First Priority	10%
Customer Supplied Type I Chevy K3500 4x2 Gas chassis plus Customers ambulance module	AM20SE15	First Priority	10%
Customer Supplied Type I Chevy K3500 4x4 Diesel chassis plus Customers ambulance module	AM20SE14	First Priority	10%
Customer Supplied Type I Chevy K3500 4x4 Gas chassis plus Customers ambulance module	AM20SE16	First Priority	10%
Customer Supplied Type I Chevy K4500 4x2 Diesel chassis plus Customers ambulance module	AM20SE17	First Priority	10%
Customer Supplied Type I Chevy K4500 4x4 Diesel chassis plus Customers ambulance module	AM20SE18	First Priority	10%
Customer Supplied Type I Dodge R4500 4x2 chassis plus Customers ambulance module	AM20SE19	First Priority	10%
Customer Supplied Type I Dodge R4500 4x4 chassis plus Customers ambulance module	AM20SE20	First Priority	10%
Customer Supplied Type I Ford F350 4x2 Diesel chassis plus Customers ambulance module	AM20SE05	First Priority	10%
Customer Supplied Type I Ford F350 4x4 Diesel chassis plus Customers ambulance module	AM20SE06	First Priority	10%
Customer Supplied Type I Ford F450 4x2 Diesel chassis plus Customers ambulance module	AM20SE07	First Priority	10%
Customer Supplied Type I Ford F450 4x2 Gas chassis plus Customers ambulance module	AM20SE09	First Priority	10%
Customer Supplied Type I Ford F450 4x4 Diesel chassis plus Customers ambulance module	AM20SE08	First Priority	10%

Customer Supplied Type I Ford F450 4x4 Gas chassis plus Customers ambulance module	AM20SE10	First Priority	10%
Customer Supplied Type I Ford F550 4x2 Die+E13:E25sel chassis plus Customers ambulance module	AM20SE11	First Priority	10%
Customer Supplied Type I Ford F550 4x4 Diesel chassis plus Customers ambulance module	AM20SE12	First Priority	10%
Customer Supplied Type I Med Duty F600 Diesel chassis plus Customers ambulance module	AM20SE23	First Priority	10%
Customer Supplied Type I Med Duty Freightliner Diesel chassis plus Customers ambulance module	AM20SE22	First Priority	10%
Customer Supplied Type I Med Duty International Diesel chassis plus Customers ambulance module	AM20SE21	First Priority	10%
Customer Supplied Type III Chev G3500 chassis plus Customers ambulance module	AM20SE03	First Priority	10%
Customer Supplied Type III Chev G4500 chassis plus Customers ambulance module	AM20SE04	First Priority	10%
Customer Supplied Type III Ford E350 chassis plus Customers ambulance module	AM20SE01	First Priority	10%
Customer Supplied Type III Ford E450 chassis Customers ambulance module	AM20SE02	First Priority	10%
Discount of 3M Graphics Material Published MSRP Pricing	VARIES	3M Company	6%
Discount off Brigade Camera Published MSRP Pricing	VARIES	Brigade Camera	6%
Discount off Buckstop Published MSRP Pricing	VARIES	Buckstop	6%
Discount off CompX Lock Products Published MSRP Pricing	VARIES	CompX	6%
Discount off Cradlepoint Published MSRP Pricing	VARIES	CradlePoint	6%
Discount off Firecom Published MSRP Pricing	VARIES	Firecom	6%
Discount off Gamber Johnson Published MSRP Pricing	VARIES	Gamber Johnson	6%
Discount off Knox Products Published MSRP Pricing	VARIES	Knox	6%
Discount off Kussmaul Published MSRP Pricing	VARIES	Kussmaul	6%
Discount off Liquid Spring Products Published MSRP Pricing	VARIES	Liquid Spring	6%
Discount off OnSpot Products Published MSRP Pricing	VARIES	OnSpot	6%
Discount off Oralite Graphics Products Published MSRP Pricing	VARIES	Oralite	6%
Discount off Progressive Dynamics Published MSRP Pricing	VARIES	Progressive Dynamics	6%
Discount off Rosco Vision Published MSRP Pricing	VARIES	Rosco Vision	6%
Discount off Sound Off Published MSRP Pricing	VARIES	Sound Off	15%
Discount off Technimount Published MSRP Pricing	VARIES	Technimount	6%
Discount off Warn Published MSRP Pricing	VARIES	Warn	6%
Discount off Westin Published MSRP Pricing	VARIES	Westin	6%
Discount off Whelen Published MSRP Pricing	VARIES	Whelen	10%
Discount off Willburt Published MSRP Pricing	VARIES	Willburt	6%
DODGE DURANGO PURSUIT, AWD, BASE WARNING LIGHT PACKAGE, SHORELINE CHARGING	VCICONV06	VCI Emergency Vehicle Specialists	5%
Dodge RAM Type-I Remount Standard Package - NON-OSAGE MODULE		Osage	12%
Dodge RAM Type-I Remount Standard Package - OSAGE MODULE		Osage	12%
E-Series T-III Remount Standard Package - NON-OSAGE MODULE		Osage	12%
E-Series T-III Remount Standard Package - OSAGE MODULE		Osage	12%
E450 ENCLOSED COMPARTMENTALIZED BODY FOR CRIME SCENE INVESTIGATION	CF013CRIME SCENE INVESTIGATIVE UNIT	Chastang Enterprises-Henry LLC	5%

HOUSTON, LLC			
ELECTRIC TRANSIT SUPPORT UNIT WITH CUSTOM INTERIOR AND SHELVING; GRAPHICS	CF020 E-TRANSIT SUPPORT VEHICLE	Chastang Enterprises-Houston, LLC	5%
Emergency Response Unit, Ford F550, 108" walk-around steel body, 7 compartments, painted, console, emergency lighting.	AM2XSB01	First Priority	10%
Emergency Response Unit, Ford F550, 144" walk-around steel body, 9 compartment, painted, console, emergency lighting.	AM2XSB02	First Priority	10%
Emergency Response Unit, Freightliner Medium Duty Chassis with 20ft length custom aluminum apparatus body, 10 compartments, roll doors, painted, console, emergency lighting.	AM2XSB08	First Priority	10%
EOD MOBILE COMMAND UNIT ON A COMMERCIAL CUTAWAY VAN WITH 14' LONG LOAD SPACE CUSTOM DRY VAN BODY. LED EMERGENCY LIGHTING. ONE WORKSTATION WITH CHAIR. ROBOT STORAGE WITH TIE DOWNS AND FOLDING RAMP AT REAR OF VEHICLE. REFRIGERATOR. CUSTOM FABRICATED ALUMINUM CABINETS FOR VARIOUS STORAGE USES. HVAC, AC ELECTRICAL SYSTEM WITH 2800 WATT INVERTER, 12VDC ELECTRICAL SYSTEM. PREP WIRING FOR CUSTOMER SUPPLIED RADIOS.	SS23EEQ-CC	Ford	3.70%
EOD/MOBILE COMMAND CENTER. CONVENTIONAL CAB CHASSIS, 33,000-LB GVWR, 330 HP, ALLISON 3000 EVS TRANSMISSION, DUAL 40/50 GAL FUEL TANKS, 12 KW GENERATOR, ELECTRIC WINCH, SIDE LIFT GATE, GRAPHICS, BACK-UP CAMERA, DOOR AJAR LIGHT, REFRIGERATOR, 2 CHAIRS, ALUMINUM CABINETS, 2 AIR CONDITIONERS, 2 TRIPOD LIGHTS, LIGHT TOWER, 4 LED TVS, DVR, PREWIRE DSS RECEIVER, TV ANTENNA, MODULATED VIDEO SYSTEM, 26 FT MAST W/NETWORK CAMERA, 3 RADIO PREWIRES, 2 LAND LINE PHONES, 2 FIXED WIRELESS PREPS, COMPUTER NETWORK, MULTI-FUNCTION PRINTER, ALARM SYSTEM, WEATHER STATION, GPS, EXTERIOR COMPARTMENTS, AWNING, ROOF ACCESS LADDER, LEVELING SYSTEM. CUSTOM FABRICATED CAB CONSOLE. INCLUDES ROBOT STORAGE AREA.	EODMCC241954	International	3.70%
EXPEDITION XL SSV COMMAND UNIT WITH EMERGENCY LIGHTING; GRAPHICS	CF005 EXPEDITION SSV EVS COMMAND UNIT	Chastang Enterprises-Houston, LLC	5%
EXPLORER POLICE INTERCEPTOR COMMAND UNIT WITH EMERGENCY LIGHTING, GRAPHICS	CF006 EXPLORER INTERCEPTOR EVS COMMAND UNIT	Chastang Enterprises-Houston, LLC	5%
Express Plus Type I: Chevy 4500HD 4x2 / 165"WB / 72"HR/150"L Full Seam	BEP1-C	Braun	5.0%
Express Plus Type I: Dodge Ram R-4500 4x2 / 168.5" Wheelbase / 72" Headroom / 150"L Full Seam Welded Module - Sliding Side Door / Diesel	BEP1-D	Braun	5.0%
Express Plus Type I: Ford F-450 4x2 / 169" Wheelbase / 72" Headroom / 150"L Full Seam Welded Module - Sliding Side Door / Diesel	BEP1-F	Braun	5.0%
Express Type III: Chevy G-3500 4x2 / 139" Wheelbase / 68" Headroom / 144"L Full Seam Welded Module - Sliding Side Door / Gas	BEPIII-C	Braun	5.0%
Express Type III: Ford E-350 4x2 / 138" Wheelbase / 68" Headroom / 144"L Full Seam Welded Module - Sliding Side Door / Gas	BEPIII-F	Braun	5.0%
EXTENDED CAB CHASSIS, DIESEL, 2WD, 26,000-LB GVWR, 300 HP, ALLISON 2500 EVS TRANSMISSION, DUAL 50 GAL FUEL TANKS, 8 KW GENERATOR, ROBOT RAMP & STORAGE W/FLOOR TIE DOWNS, CRAWL THROUGH, BACKUP CAMERA, ALUMINUM CABINETS, CUSTOM CONSOLE IN CAB, WORKSTATION W/OFFICE CHAIR, BENCH SEATING, 1 PRV, 2 AIR CONDITIONERS, 1 ELECTRIC HEATER, 1 DIESEL FURNACE, 3 TVS/1 DVR, PREWIRE 2 RADIOS, PREWIRE ROBOT ANTENNA, ALARM SYSTEM, EMERGENCY LIGHTING, SCENE LIGHTS, AWNING, EXTERIOR WORKSTATION	EODMCC202174	Freightliner	3.70%
F-Series T-I Remount Standard Package - NON-OSAGE MODULE		Osage	12%
F-Series T-I Remount Standard Package - OSAGE MODULE		Osage	12%
F150 Lightning EV Response	FL-EV-F150-RSP	FastLane	6%
F150 Lightning EV Command	FL-EV-F150-CMD	FastLane	6%
F150 POLICE RESPONDER EQUIPPED WITH EMERGENCY LIGHTING AND GRAPHICS	CF001 F150 RESPONDER RAPID RESPONSE /	Chastang Enterprises-Houston LLC	5%

	COMMAND		
F150 SPECIAL SERVICE VEHICLE WITH EMERGENCY LIGHTING; GRAPHICS	CF004 F150 SSV QUICK RESPOSE UNIT	Chastang Enterprises-Houston, LLC	5%
F250 RESPONSE COMMAND VEHICLE; GAS ENGINE	CF002 F250 RAPID RESPONSE / SCENE COMMANDER UNIT	Chastang Enterprises-Houston, LLC	5%
F350 9' CRIME SCENE UNIT; TRANSPORTATION AND STORAGE OF CRIME SCENE INVESTIGATIVE EQUIPMENT	CF014 CRIME SCENE INVESTIGATIVE UNIT	Chastang Enterprises-Houston, LLC	5%
F350 RESPONSE / RESCUE ; GAS ENGINE	CF003 F350 RESPONSE UNIT	Chastang Enterprises-Houston, LLC	5%
F550 ASSESS EMERGENCY OR DISASTER STUATION FROM AN ELEVATED VANTAGE POINT	CF019 DISASTER ASSESSMENT VEHICLE	Chastang Enterprises-Houston, LLC	5%
F550 WITH 12' TEMPERATURE CONTROLLED BODY; WALL MOUNTED GURNEYD AND LIFE SUPPORT FOR CASUALTY REMOVAL FROM A DISASTER AREA	CF007 EPEU - EMERGENCY PATIENT EVACUATION	Chastang Enterprises-Houston, LLC	5%
F600 WITH 12' REFRIGETATED TO MORGUE LEVEL DESIGNED TO TRANSPORT OR PROVIDE STORAGE FOR DISASTER CASUALTIES	CF008 CEU - CADAVER EVACUATION UNIT	Chastang Enterprises-Houston, LLC	5%
F750 WITH CUSTOM HIGH WATER RESCUE BODY	CF010 F750 HIGH WATER RESCUE	Chastang Enterprises-Houston, LLC	5%
Fast Response Vehicle, Dual Rear Wheel, 10' Steel Formed Body, Ford F550, Front Console, LED Lighting Package	10-75-FRV-10SF-FD	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 10' Steel Formed Body, GM 5500, Front Console, LED Lighting Package	10-75-FRV-10SF-GM	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 10' Steel Formed Body, Ram 5500, Front Console, LED Lighting Package	10-75-FRV-10SF-RM	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 12' Steel Formed Body, Ford F550, Front Console, LED Lighting Package	10-75-FRV-12SF-FD	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 12' Steel Formed Body, GM 5500, Front Console, LED Lighting Package	10-75-FRV-12SF-GM	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 12' Steel Formed Body, Ram 5500, Front Console, LED Lighting Package	10-75-FRV-12SF-RM	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 10' Aluminum Extruded Body, Ford F550, Front Console, LED Lighting Package	10-75-FRV-10AE-FD	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 10' Aluminum Extruded Body, GM 5500, Front Console, LED Lighting Package	10-75-FRV-10AE-GM	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 10' Aluminum Extruded Body, Ram 5500, Front Console, LED Lighting Package	10-75-FRV-10AE-RM	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 12' Aluminum Extruded Body, Ford F550, Front Console, LED Lighting Package	10-75-FRV-12AE-FD	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 12' Aluminum Extruded Body, GM 5500, Front Console, LED Lighting Package	10-75-FRV-12AE-GM	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 12' Aluminum Extruded Body, Ram 5500, Front Console, LED Lighting Package	10-75-FRV-12AE-RM	10-75 Emergency Vehicles	10%

Fast Response Vehicle, Dual Rear Wheel, 12" Aluminum Formed Body, Ford F550, Front Console, LED Lighting Package	10-75-FRV-12AF-FD	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 12" Aluminum Formed Body, GM 5500, Front Console, LED Lighting Package	10-75-FRV-12AF-GM	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 12" Aluminum Formed Body, Ram 5500, Front Console, LED Lighting Package	10-75-FRV-12AF-RM	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 9' Aluminum Extruded Body, Ford F550, Front Console, LED Lighting Package	10-75-FRV-9AE-FD	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 9' Aluminum Extruded Body, GM 5500, Front Console, LED Lighting Package	10-75-FRV-9AE-GM	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 9' Aluminum Extruded Body, Ram 5500, Front Console, LED Lighting Package	10-75-FRV-9AE-RM	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 9' Aluminum Formed Body, Ford F550, Front Console, LED Lighting Package	10-75-FRV-9AF-FD	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 9' Aluminum Formed Body, GM 5500, Front Console, LED Lighting Package	10-75-FRV-9AF-GM	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 9' Aluminum Formed Body, Ram 5500, Front Console, LED Lighting Package	10-75-FRV-9AF-RM	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 9' Steel Formed Body, Ford F550, Front Console, LED Lighting Package	10-75-FRV-9SF-FD	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 9' Steel Formed Body, GM 5500, Front Console, LED Lighting Package	10-75-FRV-9SF-GM	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 9' Steel Formed Body, Ram 5500, Front Console, LED Lighting Package	10-75-FRV-9SF-RM	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Single Rear Wheel, 7' Aluminum Formed Body, Ford F350, Front Console, LED Lighting Package	10-75-FRV-7AF-FD	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Single Rear Wheel, 7' Aluminum Formed Body, GM 3500, Front Console, LED Lighting Package	10-75-FRV-7AF-GM	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Single Rear Wheel, 7' Aluminum Formed Body, Ram 3500, Front Console, LED Lighting Package	10-75-FRV-7AF-RM	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Single Rear Wheel, 8' Aluminum Formed Body, Ford F350, Front Console, LED Lighting Package	10-75-FRV-8AF-FD	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Single Rear Wheel, 8' Aluminum Formed Body, GM 3500, Front Console, LED Lighting Package	10-75-FRV-8AF-GM	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Single Rear Wheel, 8' Aluminum Formed Body, Ram 3500, Front Console, LED Lighting Package	10-75-FRV-8AF-RM	10-75 Emergency Vehicles	10%
FastLane Manufactured Parts (% off MSRP)	FLEVPARTS	FastLane	6%
First Responder (UCV) Remount on Customer Provided Chassis	First Responder (UCV) Remount	Frazer, Ltd.	0%
Ford 2148 Warrior I F450 4x2 w/ Liquid Spring - Diesel + Conversion		Osage	12%
Ford 2148 Warrior I F450 4x2 w/ Liquid Spring - Gas + Conversion		Osage	12%
Ford 2148 Warrior I F450 4x4 w/ Liquid Spring - Diesel + Conversion		Osage	12%

Ford 2148 Warrior I F450 4x4 w/ Liquid Spring - Gas + Conversion		Osage	12%
Ford 2148 Warrior III E350 - GAS + Conversion		Osage	12%
Ford 2168 Super Warrior I F550 4x2 w/ Liquid Spring - Diesel + Conversion		Osage	12%
Ford 2168 Super Warrior I F550 4x2 w/ Liquid Spring - Gas + Conversion		Osage	12%
Ford 2168 Super Warrior I F550 4x4 w/ Liquid Spring - Diesel + Conversion		Osage	12%
Ford 2168 Super Warrior I F550 4x4 w/ Liquid Spring - Gas + Conversion		Osage	12%
Ford 2168 Super-Warrior III E450 GAS + Conversion		Osage	12%
FORD 550 WITH 11' BODY AND GENERATOR POWER AND HOOK UPS DESIGNED TO POWER A COMMAND STATION	CF016 DPU - DISASTER POWER UNIT	Chastang Enterprises-Houston, LLC	5%
Ford E-350 Gas 4x2 Cutaway Cab-80"CA w/ Steel wheels	Type III - 14'	Frazer, Ltd.	0%
Ford E-350 Gas 4x2 Cutaway Cab-80"CA w/ Steel wheels	Type III - 12'XT	Frazer, Ltd.	0%
Ford E-350 Gas 4x2 Cutaway Cab-80"CA w/ Steel wheels	Type III - 12'	Frazer, Ltd.	0%
Ford E-350 Gas 4x2 Cutaway Cab-80"CA w/ Steel wheels	Type III - 12' Remount	Frazer, Ltd.	0%
Ford E-350 Paraliner Type I 147" Body NA 78	Paraliner	Life Line	3%
Ford E-350 Paraliner Type III 147" Body NA 74	Paraliner	Life Line	3%
Ford E-450 - Gas	Type III	Excellance	1.00%
Ford E-450 100" CA, 166" Box - Gas	Type III L	Excellance	1.00%
Ford E-450 Gas 4x2 Cutaway Cab-100"CA w/ Steel wheels	Type III - 14' Remount	Frazer, Ltd.	0%
Ford E-450 Gas 4x2 Cutaway Cab-100"CA w/ Steel wheels	Type III - 12'	Frazer, Ltd.	0%
Ford E-450 Gas 4x2 Cutaway Cab-100"CA w/ Steel wheels	Type III - 12'XT	Frazer, Ltd.	0%
Ford E-450 Gas 4x2 Cutaway Cab-100"CA w/ Steel wheels	Type III - 14'	Frazer, Ltd.	0%
Ford E-450 Superliner Type III 167" Body NA 70	Superliner	Life Line	3%
Ford E-450 Superliner Type III 171" Body NA 71	Superliner	Life Line	3%
Ford E-450 Victoryliner Type III 167" Body NA 76	Victoryliner	Life Line	3%
FORD EXPEDITION MAX SSV CONVERSION, 4WD, BASE WARNING LIGHT PACKAGE, SHORELINE CHARGING	VCICONV03	VCI Emergency Vehicle Specialists	5%
Ford Expedition MAX, Command Vehicle, Console, Rear Command Cabinet, LED Lighting Package	10-75-SUV-COM-EXMAX	10-75 Emergency Vehicles	10%
FORD EXPEDITION SSV CONVERSION, 4WD, BASE WARNING LIGHT PACKAGE, SHORELINE CHARGING	VCICONV02	VCI Emergency Vehicle Specialists	5%
Ford Expedition, Command Vehicle, Console, Rear Command Cabinet, LED Lighting Package	10-75-SUV-COM-EX	10-75 Emergency Vehicles	10%
Ford Expedition, EMS Response Vehicle, Console, Rear Storage Cabinet, LED Lighting Package	10-75-SUV-ERS-EX	10-75 Emergency Vehicles	10%
FORD F-150 CREW CAB SSV CONVERSION, 4WD, BASE WARNING LIGHT PACKAGE, SHORELINE CHARGING	VCICONV04	VCI Emergency Vehicle Specialists	5%
Ford F-350 Diesel 4x2 Crew Cab-60"CA w/ Steel wheels	First Responder (UCV) - 9'	Frazer, Ltd.	0%
Ford F-350 Diesel 4x2 Crew Cab-60"CA w/ Steel wheels	First Responder (UCV) - 10'	Frazer, Ltd.	0%
Ford F-350 Diesel 4x4 Crew Cab-60"CA w/ Steel wheels	First Responder (UCV) - 10'	Frazer, Ltd.	0%
Ford F-350 Diesel 4x4 Crew Cab-60"CA w/ Steel wheels	First Responder (UCV) - 9'	Frazer, Ltd.	0%
Ford F-350 Diesel 4x4 Super Cab-60"CA w/ Steel wheels	First Responder (UCV) - 10'	Frazer, Ltd.	0%

	(UCV) - 10'		
Ford F-350 Diesel 4x4 Super Cab-60"CA w/ Steel wheels	First Responder (UCV) - 9'	Frazer, Ltd.	0%
Ford F-350 Gas 4x4 Reg Cab-84"CA w/ Aluminum wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Ford F-350 Gas 4x4 Reg Cab-84"CA w/ Aluminum wheels	Type I - 14' Remount	Frazer, Ltd.	0%
Ford F-350 Gas 4x4 Reg Cab-84"CA w/ Aluminum wheels	Type I - 12'	Frazer, Ltd.	0%
Ford F-350 Gas 4x4 Reg Cab-84"CA w/ Aluminum wheels	Type I - 12'XT	Frazer, Ltd.	0%
Ford F-350 Gas 4x4 Reg Cab-84"CA w/ Aluminum wheels	Type I - 14'XT	Frazer, Ltd.	0%
Ford F-350 Gas 4x4 Reg Cab-84"CA w/ Aluminum wheels	Type I - 14'	Frazer, Ltd.	0%
Ford F-350 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	Type I - 14'	Frazer, Ltd.	0%
Ford F-350 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	Type I - 14'XT	Frazer, Ltd.	0%
Ford F-350 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	Type I - 12'XT	Frazer, Ltd.	0%
Ford F-350 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	Type I - 12'	Frazer, Ltd.	0%
Ford F-350 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	Type I - 14' Remount	Frazer, Ltd.	0%
Ford F-350 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Ford F-450 4x2 - Diesel	Type I	Excellance	1.00%
Ford F-450 4x2 108" CA, 172" Box - Diesel	Type IL	Excellance	1.00%
Ford F-450 Diesel 4x2 Crew Cab-60"CA w/ Steel wheels	First Responder (UCV) - 9'	Frazer, Ltd.	0%
Ford F-450 Diesel 4x2 Crew Cab-60"CA w/ Steel wheels	First Responder (UCV) - 10'	Frazer, Ltd.	0%
Ford F-450 Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	Type I - 14' Mobile Training Unit	Frazer, Ltd.	0%
Ford F-450 Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	Type I - 14' Remount	Frazer, Ltd.	0%
Ford F-450 Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	Type I - 14'XT	Frazer, Ltd.	0%
Ford F-450 Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	Type I - 14'	Frazer, Ltd.	0%
Ford F-450 Diesel 4x2 Reg Cab-84"CA w/ AL wheels	Type I - 12'XT	Frazer, Ltd.	0%
Ford F-450 Diesel 4x2 Reg Cab-84"CA w/ AL wheels	Type I - 12'	Frazer, Ltd.	0%
Ford F-450 Diesel 4x2 Reg Cab-84"CA w/ AL wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Ford F-450 Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Ford F-450 Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	Type I - 12'	Frazer, Ltd.	0%
Ford F-450 Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	Type I - 12'XT	Frazer, Ltd.	0%
Ford F-450 Diesel 4x2 Super Cab-84"CA w/ Aluminum wheels	Type I - 12'XT	Frazer, Ltd.	0%
Ford F-450 Diesel 4x2 Super Cab-84"CA w/ Aluminum wheels	Type I - 12'	Frazer, Ltd.	0%
Ford F-450 Diesel 4x2 Super Cab-84"CA w/ Aluminum wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Ford F-450 Diesel 4x2 Super Cab-84"CA w/ Steel wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Ford F-450 Diesel 4x2 Super Cab-84"CA w/ Steel wheels	Type I - 12'	Frazer, Ltd.	0%
Ford F-450 Diesel 4x2 Super Cab-84"CA w/ Steel wheels	Type I - 12'XT	Frazer, Ltd.	0%
Ford F-450 Diesel 4x4 Crew Cab-60"CA w/ Steel wheels	First Responder (UCV) - 10'	Frazer, Ltd.	0%
Ford F-450 Diesel 4x4 Crew Cab-60"CA w/ Steel wheels	First Responder (UCV) - 9'	Frazer, Ltd.	0%
Ford F-450 Diesel 4x4 Reg Cab-108"CA w/ AL wheels	Type I - 14' Mobile Training Unit	Frazer, Ltd.	0%
Ford F-450 Diesel 4x4 Reg Cab-108"CA w/ AL wheels	Type I - 14' Remount	Frazer, Ltd.	0%
Ford F-450 Diesel 4x4 Reg Cab-108"CA w/ AL wheels	Type I - 14'	Frazer, Ltd.	0%
Ford F-450 Diesel 4x4 Reg Cab-108"CA w/ AL wheels	Type I - 14'XT	Frazer, Ltd.	0%
Ford F-450 Diesel 4x4 Reg Cab-108"CA w/ Steel wheels	Type I - 14'XT	Frazer, Ltd.	0%

Ford F-450 Diesel 4x4 Reg Cab-108"CA w/ Steel wheels	Type I - 14'	Frazer, Ltd.	0%
Ford F-450 Diesel 4x4 Reg Cab-108"CA w/ Steel wheels	Type I - 14' Remount	Frazer, Ltd.	0%
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Ford F-450 Diesel 4x4 Reg Cab-84"CA w/ AL wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Ford F-450 Diesel 4x4 Reg Cab-84"CA w/ AL wheels	Type I - 12'XT	Frazer, Ltd.	0%
Ford F-450 Diesel 4x4 Reg Cab-84"CA w/ AL wheels	Type I - 12'	Frazer, Ltd.	0%
Ford F-450 Diesel 4x4 Reg Cab-84"CA w/ Steel wheels	Type I - 12'	Frazer, Ltd.	0%
Ford F-450 Diesel 4x4 Reg Cab-84"CA w/ Steel wheels	Type I - 12'XT	Frazer, Ltd.	0%
Ford F-450 Diesel 4x4 Reg Cab-84"CA w/ Steel wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Ford F-450 Diesel 4x4 Super Cab-60"CA w/ Steel wheels	First Responder (UCV) - 9'	Frazer, Ltd.	0%
Ford F-450 Diesel 4x4 Super Cab-60"CA w/ Steel wheels	First Responder (UCV) - 10'	Frazer, Ltd.	0%
Ford F-450 Diesel 4x4 Super Cab-84"CA w/ AL wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Ford F-450 Diesel 4x4 Super Cab-84"CA w/ AL wheels	Type I - 12'	Frazer, Ltd.	0%
Ford F-450 Diesel 4x4 Super Cab-84"CA w/ AL wheels	Type I - 12'XT	Frazer, Ltd.	0%
Ford F-450 Diesel 4x4 Super Cab-84"CA w/ Steel wheels	Type I - 12'XT	Frazer, Ltd.	0%
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Ford F-450 Diesel 4x4 Super Cab-84"CA w/ Steel wheels	Type I - 12' Remount	Frazer, Ltd.	0%
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Ford F-450 Gas 4x2 Crew Cab-60"CA w/ Steel wheels	First Responder (UCV) - 9'	Frazer, Ltd.	0%
Ford F-450 Gas 4x2 Reg Cab-108"CA w/ AL wheels	Type I - 14'XT	Frazer, Ltd.	0%
Ford F-450 Gas 4x2 Reg Cab-108"CA w/ AL wheels	Type I - 14' Mobile Training Unit	Frazer, Ltd.	0%
Ford F-450 Gas 4x2 Reg Cab-108"CA w/ AL wheels	Type I - 14' Remount	Frazer, Ltd.	0%
Ford F-450 Gas 4x2 Reg Cab-108"CA w/ AL wheels	Type I - 14'	Frazer, Ltd.	0%
Ford F-450 Gas 4x2 Reg Cab-108"CA w/ Steel wheels	Type I - 14'XT	Frazer, Ltd.	0%
Ford F-450 Gas 4x2 Reg Cab-108"CA w/ Steel wheels	Type I - 14'	Frazer, Ltd.	0%
Ford F-450 Gas 4x2 Reg Cab-108"CA w/ Steel wheels	Type I - 14' Remount	Frazer, Ltd.	0%
Ford F-450 Gas 4x2 Reg Cab-108"CA w/ Steel wheels	Type I - 14' Mobile Training Unit	Frazer, Ltd.	0%
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Ford F-450 Gas 4x2 Reg Cab-84"CA w/ AL wheels	Type I - 12'	Frazer, Ltd.	0%
Ford F-450 Gas 4x2 Reg Cab-84"CA w/ Steel wheels	Type I - 12'	Frazer, Ltd.	0%
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Ford F-450 Gas 4x2 Super Cab-60"CA w/ Steel wheels	First Responder (UCV) - 9'	Frazer, Ltd.	0%
Ford F-450 Gas 4x2 Super Cab-60"CA w/ Steel wheels	First Responder (UCV) - 10'	Frazer, Ltd.	0%
Ford F-450 Gas 4x4 Crew Cab-60"CA w/ Steel wheels	First Responder (UCV) - 10'	Frazer, Ltd.	0%
Ford F-450 Gas 4x4 Crew Cab-60"CA w/ Steel wheels	First Responder (UCV) - 9'	Frazer, Ltd.	0%
Ford F-450 Gas 4x4 Reg Cab-108"CA w/ AL wheels	Type I - 14'XT	Frazer, Ltd.	0%

Ford F-450 Gas 4x4 Reg Cab-108"CA w/ AL wheels	Type I - 14' Mobile Training Unit	Frazer, Ltd.	0%
Ford F-450 Gas 4x4 Reg Cab-108"CA w/ AL wheels	Type I - 14' Remount	Frazer, Ltd.	0%
Ford F-450 Gas 4x4 Reg Cab-108"CA w/ AL wheels	Type I - 14'	Frazer, Ltd.	0%
Ford F-450 Gas 4x4 Reg Cab-108"CA w/ Steel wheels	Type I - 14'XT	Frazer, Ltd.	0%
Ford F-450 Gas 4x4 Reg Cab-108"CA w/ Steel wheels	Type I - 14'	Frazer, Ltd.	0%
Ford F-450 Gas 4x4 Reg Cab-108"CA w/ Steel wheels	Type I - 14' Remount	Frazer, Ltd.	0%
Ford F-450 Gas 4x4 Reg Cab-108"CA w/ Steel wheels	Type I - 14' Mobile Training Unit	Frazer, Ltd.	0%
Ford F-450 Gas 4x4 Reg Cab-84"CA w/ AL wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Ford F-450 Gas 4x4 Reg Cab-84"CA w/ AL wheels	Type I - 12'	Frazer, Ltd.	0%
Ford F-450 Gas 4x4 Reg Cab-84"CA w/ AL wheels	Type I - 12'XT	Frazer, Ltd.	0%
Ford F-450 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	Type I - 12'XT	Frazer, Ltd.	0%
Ford F-450 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	Type I - 12'	Frazer, Ltd.	0%
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Ford F-450 Gas 4x4 Super Cab-60"CA w/ Steel wheels	First Responder (UCV) - 9'	Frazer, Ltd.	0%
Ford F-450 Gas 4x4 Super Cab-84"CA w/ Aluminum wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Ford F-450 Gas 4x4 Super Cab-84"CA w/ Aluminum wheels	Type I - 12'	Frazer, Ltd.	0%
Ford F-450 Gas 4x4 Super Cab-84"CA w/ Aluminum wheels	Type I - 12'XT	Frazer, Ltd.	0%
Ford F-450 Gas 4x4 Super Cab-84"CA w/ Steel wheels	Type I - 12'XT	Frazer, Ltd.	0%
Ford F-450 Gas 4x4 Super Cab-84"CA w/ Steel wheels	Type I - 12'	Frazer, Ltd.	0%
Ford F-450 Gas 4x4 Super Cab-84"CA w/ Steel wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Ford F-450 Paraliner Type I 147" Body 4 x 2 Diesel	Paraliner	Life Line	3%
Ford F-450 Paraliner Type I 147" Body 4 x 2 Gas	Paraliner	Life Line	3%
Ford F-450 Paraliner Type I 147" Body 4 x 4 Diesel	Paraliner	Life Line	3%
Ford F-450 Paraliner Type I 147" Body 4 x 4 Gas	Paraliner	Life Line	3%
Ford F-450 Superliner Type I 167" Body 4 x 2 Diese	Superliner	Life Line	3%
Ford F-450 Superliner Type I 167" Body 4 x 2 Gas	Superliner	Life Line	3%
Ford F-450 Superliner Type I 167" Body 4 x 4 Diese	Superliner	Life Line	3%
Ford F-450 Superliner Type I 167" Body 4 x 4 Gas	Superliner	Life Line	3%
Ford F-450 Superliner Type I 171" Body 4 x 2 Diese	Superliner	Life Line	3%
Ford F-450 Superliner Type I 171" Body 4 x 2 Gas	Superliner	Life Line	3%
Ford F-450 Superliner Type I 171" Body 4 x 4 Diese	Superliner	Life Line	3%
Ford F-450 Superliner Type I 171" Body 4 x 4 Gas	Superliner	Life Line	3%
Ford F-450 Victoryliner Type I 167" Body 4 x 2 Die	Victoryliner	Life Line	3%
Ford F-450 Victoryliner Type I 167" Body 4 x 2 Gas	Victoryliner	Life Line	3%
Ford F-450 Victoryliner Type I 167" Body 4 x 4 Die	Victoryliner	Life Line	3%
Ford F-450 Victoryliner Type I 167" Body 4 x 4 Gas	Victoryliner	Life Line	3%
Ford F-550 4x4 Fully Armored EMG Response Command Vehicle	Guardian	FLYMOTION, LLC	2%
Ford F-550 Diesel 4x2 Reg Cab-108"CA w/ AL wheels	Type I - 14' Remount	Frazer, Ltd.	0%
Ford F-550 Diesel 4x2 Reg Cab-108"CA w/ AL wheels	Type I - 14'XT	Frazer, Ltd.	0%
Ford F-550 Diesel 4x2 Reg Cab-108"CA w/ AL wheels	Type I - 14' Mobile Training Unit	Frazer, Ltd.	0%
Ford F-550 Diesel 4x2 Reg Cab-108"CA w/ AL wheels	Type I - 14'	Frazer, Ltd.	0%

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338



Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

December 16, 2024

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education
Other Entities subject to §§ 16-13B-1, et seq. and 41-16-50, et seq., *Ala. Code* 1975

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135, the Department has reviewed the competitive bidding process used by the Houston-Galveston Area Council ("H-GAC"), a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by H-GAC pursuant to the competitive bid laws of the State of Texas.

Based on the Department's review, the competitive bid process used by H-GAC is approved for use through **January 31, 2025**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135.

Prior to utilizing H-GAC, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that H-GAC, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, H-GAC's competitive bid process approval will subject to immediate revocation by the Department.

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than \$100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

If the Department can be of further assistance, please let us know.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. L. Riddle', written in a cursive style.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 9, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Taylor Power Systems for four-month rental of 250KW emergency generator for Cruise Terminal.

Amount of Contract:

\$17,200.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250829 Taylor Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 9 September 2025
Date

Item No. _____

Submitted by: Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Taylor Power Systems

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Taylor Power Systems for four-month rental of 250KW
emergency generator for Cruise Terminal.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$17,200.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement.

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, 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>29755</u>	2025	(3037) BUILDING SERVICES	FOUR-MONTH RENTAL OF 250KW EMERGENCY GENERATOR FOR CRUISE TERMINAL (PRICE BELOW BID REQUIREMENT)	\$17,200.00	<u>(289551) TAYLOR POWER SYSTEMS</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00029755-00 FY 2025 Acct No: 1000.45.20.3030.3032.3030.0000.0000.42200. Review: Buyer: Status: Released	Page 1
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Vendor TAYLOR POWER SYSTEMS 6425 OLD RANGELINE RD THEODORE, AL 36582 Tel#251-443-8402 Fax 251-443-9569	Ship To BUILDING SERVICES 205 GOVERNMENT STREET 5TH FL S TOWER RM 542 & 543 MOBILE, AL 36644 KATIE.CASSIL@CITYOFMOBILE.ORG Delivery Reference KATIE CASSIL
---	---

Deliver To
 BUILDING SERVICES
 205 GOVERNMENT STREET
 5TH FL S TOWER RM 542 & 543
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/29/25	289551				BUILDING SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
----	-----------------------	-----	------------	-----------

General Notes

TAYLOR SUDDEN SERVICE/TAYLOR POWER SYSTEMS EQUIPMENT RENTAL AGREEMENT
 #2016827 DATED 8/21/2025 FOR ALABAMA CRUISE TERMINAL 4 MONTH GENERATOR
 RENTAL (REQ 29755). TO BE PAID UNDER 10043033-42200 FOR NC-012-25. TOTAL
 AMOUNT TO BE PAID: \$17,200.00 APPROVED FOR R/PO PER C.HOLM
 001 MONTH #1 RENTAL = \$4,675.00 MONTH 1.00 17200.00000 17200.00
 #2 RENTAL = \$4,175.00 MONTH #3 EACH
 RENTAL = \$4,175.00 MONTH #4 RENTAL
 = \$4,175.00 PER EQUIPMENT RENTAL
 AGREEMENT #2016827 DATED 8/21/2025,
 TO PROVIDE 4 MONTH GENERATOR
 RENTAL AT THE ALABAMA CRUISE
 TERMINAL. TOTAL: \$17,200.00 (REQ
 29755)

1	1000.45.20.3030.3032.3030.0000.0000.42200.	17200.00
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Ship To
 BUILDING SERVICES
 205 GOVERNMENT STREET
 5TH FL S TOWER RM 542 & 543
 MOBILE, AL 36644
 Delivery Reference
 KATIE CASSIL

Deliver To
 BUILDING SERVICES
 205 GOVERNMENT STREET
 5TH FL S TOWER RM 542 & 543

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00029755-00 FY 2025 Acct No: 1000.45.20.3030.3032.3030.0000.0000.42200. Review: Buyer: Status: Released
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Page 2

Vendor
 TAYLOR POWER SYSTEMS
 6425 OLD RANGELINE RD

THEODORE, AL 36582

Tel#251-443-8402
 Fax 251-443-9569

Ship To
 BUILDING SERVICES
 205 GOVERNMENT STREET
 5TH FL S TOWER RM 542 & 543
 MOBILE, AL 36644
 KATIE.CASSIL@CITYOFMOBILE.ORG

Delivery Reference
 KATIE CASSIL

Deliver To
 BUILDING SERVICES
 205 GOVERNMENT STREET
 5TH FL S TOWER RM 542 & 543
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/29/25	289551				BUILDING SERVICES

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

Requisition Link

Requisition Total 17200.00

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

Account	Amount	Remaining Budget
1000.45.20.3030.3032.3030.0000.0000.42200.		
	17200.00	74622.83
ARCHITECTURAL ENGINEERING EXP	PROFESSIONAL & TECHNICAL	

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

Activity	Date	Clerk	Comment
Approved	08/29/25	CARLEEN STOUT	approved!
Approved	08/29/25	CHAD HOLM	Auto approved by: 910518486
Queued	08/29/25	DONALD ROSE	Auto approved by: 910518486
Queued	08/29/25	SANDRA LEWIS	Auto approved by: 910518486
Queued	08/29/25	STEVEN KRONINGER	Auto approved by: 910518486
Queued	08/29/25	JOHNNIE HARRUB	Auto approved by: 910518486
Queued	08/29/25	SAMANTHA COOLEY	Auto approved by: 910518486
Queued	08/29/25	ANNE FOLEY	Auto approved by: 910518486
Queued	08/29/25	JOHN PAINE	Auto approved by: 910518486

Authorized By: _____ Date: _____
 Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 9, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Rescue One Corp for two Rescue One model OB-403-R inflatable rescue boats with double-stack trailer for MFRD.

Amount of Contract:

\$44,724.00

Funding Source

Urban SAR Task Force-1 State EMA grant

ATTACHMENTS:

1. 20250829 Rescue Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 9 September 2025
Date

Item No. _____

Submitted by: Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Rescue One Corp

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Rescue One Corp for two Rescue One model OB-403-R
inflatable rescue boats with trailer for MFRD.
Urban SAR Task Force-1 State EMA grant

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$44,724.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5973

How many bidders received bid packages (if applicable): 8 + web

How many bidders submitted bids (if applicable): 2

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, 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>27106</u>	2025	(1510) FIRE ADMINISTRATION	TWO RESCUE-ONE OB-430-R INFLATABLE RESCUE BOATS WITH TRAILER FOR MFRD (SEALED BID 5973)	\$44,724.00	<u>(299197) RESCUE ONE CORP.</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00027106-00 FY 2025 PO 25013576 Acct No: 1000.30.15.1510.1510.1510.0000.0000.49130. Review: Buyer: Status: Converted	Page 1
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Vendor
RESCUE ONE CORP.
13481 US HIGHWAY 31

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

ATHENS, AL 35611

MOBILE, AL 36607
RICHARDSONV@CITYOFMOBILE.ORG

Tel#256-206-8030

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
08/27/25	299197				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				
CITY OF MOBILE WILL PICKL UP TRAILER AND BOATS FROM VENDOR'S LOCATION IN ATHENS ALABAMA				
001	TRAILER FOR TRANSPORT OF 2 INFLATABLE BOATS WITH MOTORS 2000 Double Stack Trailer Double Stack Transport Trailer w/Black diamond plate accents for (2) Rescue Boats with dual axles, surge brakes on both axles, Warn® VR EVO-10,000lb electric winch to raise/lower upper rack powered by an Interstate HD battery, 2 full size spare tires and mounts, LED running lights, lifetime low maintenance poly-runners, winch, & heavy duty jack stand. (All tires are 14" 10-ply tires) AS PER CITY OF MOBILE BID #5973 SPECIFICATIONS. Vendor Item	1.00 EACH	23016.00000	23016.00
1	5501.30.15.0000.0000.1510.0000.0000.47120. E G-FDFIL24 .VEHICLEEXP.			2514.75
2	1000.30.15.1510.1510.1510.0000.0000.49130.			20501.25

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00027106-00 FY 2025 PO 25013576 Acct No: 1000.30.15.1510.1510.1510.0000.0000.49130. Review: Buyer: Status: Converted	Page 2
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Vendor
 RESCUE ONE CORP.
 13481 US HIGHWAY 31

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

ATHENS, AL 35611

MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Tel#256-206-8030

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
08/27/25	299197				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
002	INFLATABLE BOATS WITH MOTORS	2.00	10854.00000	21708.00
	VENDOR PROVIDING ONE BOAT RESCUE	EACH		
	BOATS MODEL OB-430-R WITH MOTORS			
	AND ACCESSORIES AS PER CITY OF			
	MOBILE BID #5973.			
	Vendor Item			
1	5501.30.15.0000.0000.1510.0000.0000.47120.			2428.00
	E G-FDFIL24 .VEHICLEEXP.			
2	1000.30.15.1510.1510.1510.0000.0000.49130.			19280.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00027106-00 FY 2025 PO 25013576 Acct No: 1000.30.15.1510.1510.1510.0000.0000.49130. Review: Buyer: Status: Converted	Page 3
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Vendor RESCUE ONE CORP. 13481 US HIGHWAY 31 ATHENS, AL 35611 Tel#256-206-8030	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
08/27/25	299197				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON			
Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

Requisition Link

Requisition Total 44724.00

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

Account	Amount	Remaining Budget
E G-FDFIL24 .VEHICLEEXP.	4942.75	30343.25

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

Account	Amount	Remaining Budget
1000.30.15.1510.1510.1510.0000.0000.49130.	39781.25	494719.27
FIRE ADMINISTRATION EXP UNCLASSIFIED EXPENDITURES		
5501.30.15.0000.0000.1510.0000.0000.47120.	4942.75	494719.27
AL HOMELAND SECURITY EXP VEHICLE ACQ (GREATER \$5000)		

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

Activity	Date	Clerk	Comment
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00027106-00 FY 2025 PO 25013576 Acct No: 1000.30.15.1510.1510.1510.0000.0000.49130. Review: Buyer: Status: Converted	Page 4
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Vendor
 RESCUE ONE CORP.
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MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/27/25	299197				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	CCancelled08/20/25 JOHN PAINE		Requisition item removed	chang
Approved	07/09/25 BARRY GLISSON			
Approved	07/09/25 JOHNNY MORRIS	Auto approved by:	910512538	
Approved	07/09/25 JAMES FRANK	Auto approved by:	910512538	
Approved	08/21/25 BARRY GLISSON			
Approved	08/21/25 JAMES FRANK	Auto approved by:	910512538	
Approved	08/25/25 BARRY GLISSON			
Approved	08/25/25 JAMES FRANK	Auto approved by:	910512538	
Approved	08/27/25 BARRY GLISSON			
Approved	08/27/25 JAMES FRANK	Auto approved by:	910512538	
Approved	07/09/25 DREANETTA BARNES	Auto approved by:	910520990	
Approved	07/09/25 AMBER ADAMS	Auto approved by:	910520990	
Approved	07/09/25 TRAVIS MARSHALL	Auto approved by:	910520990	
Approved	07/09/25 SHAUNAGYE SIMMS			
Approved	07/09/25 SELENA SMITH	Auto approved by:	910520990	
Approved	08/21/25 SHERMEKA TURNER	Auto approved by:	910518931	
Approved	08/21/25 DREANETTA BARNES	Auto approved by:	910518931	
Approved	08/21/25 AMBER ADAMS			
Approved	08/21/25 TRAVIS MARSHALL	Auto approved by:	910518931	
Approved	08/21/25 SHAUNAGYE SIMMS	Auto approved by:	910518931	
Approved	08/21/25 SELENA SMITH	Auto approved by:	910518931	
Approved	08/26/25 SHERMEKA TURNER	Auto approved by:	910518931	
Approved	08/26/25 DREANETTA BARNES	Auto approved by:	910518931	
Approved	08/26/25 AMBER ADAMS			
Approved	08/26/25 TRAVIS MARSHALL	Auto approved by:	910518931	
Approved	08/26/25 SHAUNAGYE SIMMS	Auto approved by:	910518931	
Approved	08/26/25 SELENA SMITH	Auto approved by:	910518931	
Approved	08/27/25 SHERMEKA TURNER	Auto approved by:	910518931	
Approved	08/27/25 DREANETTA BARNES	Auto approved by:	910518931	
Approved	08/27/25 AMBER ADAMS			
Approved	08/27/25 TRAVIS MARSHALL	Auto approved by:	910518931	

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00027106-00 FY 2025 PO 25013576 Acct No: 1000.30.15.1510.1510.1510.0000.0000.49130. Review: Buyer: Status: Converted	Page 5
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Vendor
 RESCUE ONE CORP.
 13481 US HIGHWAY 31

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MOBILE, AL 36607
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Tel#256-206-8030

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
08/27/25	299197				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
Approved	08/27/25 SHAUNAGYE SIMMS		Auto approved by: 910518931	
Approved	08/27/25 SELENA SMITH		Auto approved by: 910518931	
Rejected	08/21/25 JOHN PAINE		i still cannot fix this price	
Rejected	08/27/25 JOHN PAINE		price needs updating	
Approved	08/27/25 DONALD ROSE		Auto approved by: 9105paij	
Approved	08/27/25 SANDRA LEWIS		Auto approved by: 9105paij	
Approved	08/27/25 STEVEN KRONINGER		Auto approved by: 9105paij	
Approved	08/27/25 JOHNNIE HARRUB		Auto approved by: 9105paij	
Approved	08/27/25 SAMANTHA COOLEY		Auto approved by: 9105paij	
Approved	08/27/25 ANNE FOLEY		Auto approved by: 9105paij	
Approved	08/27/25 JOHN PAINE		Auto approved by: 9105paij	

Authorized By: _____ Date: _____
 Signature

BID TAB FOR BID 5973

DOUBLE-STACK TRANSPORT TRAILER FOR INFLATABLE BOATS WITH TWO INFLATABLE
BOATS

	ONE BOAT RESCUE BOAT	PHOENIX CONTRACTING
Boat Trailer		
----Delivered	\$25,544.13	\$35,895.00
----City Pickup	\$23,016.00	\$35,000.00
Boat (each)		
----Delivered	\$22,236.13	\$18,100.00
----City Pickup	\$21,708.00	\$17,500.00
Totals		
----Deliver trailer and 2 boats	\$47,780.26	\$53,955.00
----City pickup trailer and two boats	\$44,724.00	\$52,500.00

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

**Purchasing Department
and Package Delivery:**

This is Not an Order

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

**Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644**

Postal Service Does Not Deliver to This Street Address

**READ TERMS AND CONDITIONS
ON REVERSE SIDE OF THIS PAGE
BEFORE BIDDING**

Typed by: lw Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
08/06/2025	5973	Fire Dept	To Be Specified

This bid must be received and stamped by the Purchasing office not later than:

12:01 PM, Tuesday, August 19, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
1 EACH	DOUBLE STACK TRANSPORT TRAILER FOR INFLATABLE BOATS WITH TWO (2) INFLATABLE BOATS Double Stack Inflatable Boat Trailer as per the following and attached. ONE Boat Model 2000 Double Stack Trailer or equal Make _____ Model _____ Price Delivered FOB Mobile \$ _____ Price Picked Up by The City of Mobile \$ _____					
	2 EACH Inflatable boats with motors as per the following and attached. ONE Boat R One Inflatable OB-430-R or equal. Make _____ Model _____ Price Delivered FOB Mobile \$ _____ Price Picked Up by The City of Mobile \$ _____					
	Page 1 of 3		TOTAL			

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

State delivery time within _____ days of receipt of P.O.

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

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

Type or Print Name _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 3 Upon award the City will purchase one trailer and two (2) inflatable boats with motors. Quote delivery two (2) ways: 1. Delivered by Vendor to The City of Mobile, and 2. Picked up by a City of Mobile employee with a City vehicle. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.					
			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.

Page_____ of_____

Page 671 of 944

**DOUBLE STACK TRANSPORT TRAILER FOR INFLATABLE BOATS
WITH TWO (2) INFLATABLE BOATS
SPECIFICATIONS**

1 Each:

Double Stack Transport Trailer with black diamond plate accents for two (2) rescue boats with dual axles, surge brakes on both axles, Warn VR EVO-10,000 lb. electric winch to raise/lower upper rack powered by a heavy-duty battery, two (2) full-size spare tires and mounts, LED running lights, lifetime low-maintenance poly-runners, winch, and heavy duty jack stand. (All tires are 14" 10-ply tires.)

Galvanized coating – double of complete trailer.

Round 7-Pin trailer electrical connector with cable.

Ladder on **driver side** to access upper platform: mounted using a stand-off bracket to accommodate a hinged motor mount.

Expanded metal platform, inside tongue area.

Expanded metal platform back to the 1st cross-member.

2 Each:

Swinging spare motor mount on both sides. Hinges outward for easier and safer loading/unloading of spare motors.

2 Each:

Side mount spare tire carriers with spare tires.

1 Set:

Telescoping ramps to allow launching inflatable boat from upper platform without launching the bottom boat or powering the upper platform.

2 Each:

19mm black PVC foam board composite decking on top/bottom racks, instead of regular bunks.

1 Set:

LED spreader/scene light mounted to mast located on tongue of trailer, and (2) submersible LEDs at rear of trailer to enhance visibility during night operations.

1 Each:

Single bank trickle charger and inlet plug mounted inside the enclosed battery tray of a double-stack trailer.

INFLATABLE BOATS

2 Each:

14' 0" Heavy-Duty LONG TRANSOM inflatable boat made of Kevlon 1.2mm fabric with welded seams and is inclusive of storage bag, seats, high-flow scuppers, repair kit, two (2) paddles, a foot pump, aluminum sectional floor with non-skid padding, reinforced cargo attachment (D-Ring), multiple carry handles, and inflatable keel.

2 Each:

Mercury 30hp 4-Stroke, manual start, long shaft, tiller steer prop motor includes 6-gal fuel tank.

2 Sets:

Custom white reflective lettering made of the same fabric of the inflatable boat, includes glue and installation. Letters to be 4"H x 32"L to read Mobile Fire-Rescue.

2 Each:

Leaffield Marine Pressure Gauge

2 Each:

Quick fill kit for inflating a boat with a SCBA bottle.



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)

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 TO CONSIDER ADOPTION OF THE 2025-2026 GENERAL FUND AND CAPITAL IMPROVEMENT FUND BUDGETS

Pursuant to Resolution of the Mobile, Alabama City Council adopted on September 2, 2025, a public hearing will be held on September 9, 2025, at 10:30 a.m., to consider adoption of the 2025-2026 General Fund and Capital Improvement Fund budgets for the City of Mobile, Alabama. The public hearing will be held in the auditorium of Government Plaza, 205 Government Street, Mobile, Alabama. Public comments will be allowed.



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 9, 2025

Submitted by:

Scott Collins, Executive Director of Finance

Sponsored by:

Sandy Stimpson, Mayor

Purpose and Scope of Project:

Commit funds as future port security grant matching funds.

Amount of Contract:

Funding Source

General fund operating account.

ATTACHMENTS:

1. Budget Amendments Resolution - PD PS Grant 9-16-2025
2. Budget Amendments Resolution - PD PS Grant 9-16-2025

REVIEWERS:

Scott Collins
Cherlina Monteiro
James Barber

RESOLUTION

Sponsored by: Mayor William S. Stimpson

Submitted by: Scott Collins, Executive Director of Finance

WHEREAS, the City of Mobile periodically designates funds as match money to support the receipt and use of port security grant funds; and

WHEREAS, there exist in the FY 2025 police department budget available funding to commit funds as port security grant match funds; and

WHEREAS, these funds will support and enhance the city's port security efforts; and

THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA,

that the following amendments, reallocations, appropriations and transfers be made to the fiscal year 2025 general fund budget:

Decrease FY 2025 line item 1004 1542 40010 (regular pay, police support services) by \$250,000.

Transfer \$250,000 from the general fund operating account to the port security grant fund (fund 5309).

Adopted:

City Clerk

RESOLUTION

Sponsored by: Mayor William S. Stimpson

Submitted by: Scott Collins, Executive Director of Finance

WHEREAS, the City of Mobile periodically designates funds as match money to support the receipt and use of port security grant funds; and

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Transfer \$250,000 from the general fund operating account to the port security grant fund (fund 5309).

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 9, 2025

Submitted by:

John Forrester, City Engineer

Sponsored by:

Cory Penn, Councilmember

Sandy Stimpson, Mayor

Purpose and Scope of Project:

Approve Change Order 2 with Thompson Engineering, Inc for additional engineering services.

Amount of Contract:

\$38,323.50; increase \$4,500.00; Revised Contract Amount \$42,823.50

Funding Source

C0721

ATTACHMENTS:

1. 2022-3005-06 US Hwy 45 Streetscape Improvements (Thompson Engineering, Inc.) change order 2
2. City of Mobile_Thompson Engineering Inc._25-26 UMB2_9-3-2025_1703450550
3. TE COI GL Auto & WC City of Mobile US Hwy 45 Streetscape Improvements

REVIEWERS:

Jessica White

John Forrester

Brenda Rhodes

Cherlina Monteiro

James Barber

CHANGE ORDER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM

Engineering

DEPT.

3005

DATE OF REQUEST:

8/29/25

CHANGE ORDER: ☒ (when money is available in project's budget; from project to contract)

VENDOR NAME:

Thompson Engineering, Inc.

DISTRICT#: Select Item:

2

DEPT. PROJECT#:

2022-3005-00

REQUEST: Please Select option.

\$ 4,500.⁰⁰

from Capital Project#/Title:

C0721

U.S. Hwy 45 Streetscape Improvements

to contract#

4745

Total amount of Change Order: \$

4,500.⁰⁰

Current contract amount: \$

38,323.50

Revised contract amount: \$

42,823.50

Comments:

NEEDED FOR FOUNDATION DESIGN OF

PEDESTRIAN BRIDGE - RESULT OF UNFORSEEN

CONDITIONS DISCOVERED DURING CONSTRUCTION


Employee signature


Approval signature

RESOLUTION-AMENDMENT

Sponsored by: Mayor William S. Stimpson
Councilperson Cory Penn

WHEREAS, the City entered into a contract dated November 8, 2023 with Thompson Engineering, Inc. for Geotechnical engineering testing services on the project known as U.S. 45 Streetscape Improvements, City of Mobile Project No. 2022-3005-06; and

WHEREAS, the Contract amount for the engineering testing services was based on fee negotiations for the original scope of services between the City of Mobile and Thompson Engineering, Inc; and whereas, the current original contract amount totals \$25,000.00; and

WHEREAS, additional scope was added to the project thereby increasing the engineering services cost by \$13,323.50, for a total of \$38,323.50; and

WHEREAS, during construction, unforeseen circumstances caused additional concrete testing to become necessary in the amount of \$4,500.00; and

WHEREAS, the contract provides on Page 18 that the "LABORATORY cost shall not exceed, unless otherwise approved: \$ 25,000.00";

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Council does hereby authorize the additional fee of \$4,500.00, for a total of \$42,823.50, to be paid to Thompson Engineering, Inc. for engineering services on the U.S. 45 Streetscape Improvements Project.

Adopted:

City Clerk

CONTRACT AMENDMENT 2

PROJECT NAME: **U.S.-45 STREETSCAPE IMPROVEMENTS**

PROJECT NO: **2022-3005-06**

CONTRACT RESOLUTION NO: **21-1213**

TERMS: You are hereby authorized, subject to the provisions of your contract for this project dated **November 8, 2023**, to provide additional Professional Engineering Services in the amount of **\$4,500.00**.

ORIGINAL CONTRACT PRICE: **\$ 25,000.00**

REVISED CONTRACT PRICE (AMENDMENT 1): **\$ 38,323.50**

PROPOSED INCREASE (AMENDMENT 2): **\$ 4,500.00**

REVISED CONTRACT PRICE: **\$ 42,823.50**

City of Mobile:

Accepted by:

Mayor

Owner/President

(Print)

MICHAEL MANNING, PRESIDENT (Print)

**CORPORATE
SEAL**

Attest:

Attest:

City Clerk

Witness/Secretary

(Print)

Laura Key (Print)

Public Works Deputy Director/
City Engineer

Date

(Print)

08/19/2025



August 29, 2025

Dear Mr. Forrester,

The construction portion of the US-45 Streetscape Improvements project began on January 15, 2024. In this project, concrete was used for new sidewalk on both sides of the road, handicapped ramps, inlet tops, driveway aprons, retaining walls, sloped paving, and a culvert extension. More driveway aprons, inlet tops and retaining walls required replacing than were anticipated. This caused the need for additional concrete testing to be done. Thompson Engineering has requested additional services to compensate for the testing. I have reviewed their request and feel that this amendment is fair and reasonable.

Sincerely,

A handwritten signature in black ink that reads 'Tammy Lambeth'.

Tammy Lambeth, P.E.
Engineering Manager

CC: File

JUSTIFICATION FOR CHANGE ORDER

PROJECT NAME: U.S.-45 STREETSCAPE IMPROVEMENTS

PROJECT NUMBER: 2022-3005-06

The attached change order number 2 to contract with
Thompson Engineering, Inc.

dated November 8, 2023 is required because of the following:

- 1. Unusual and difficult circumstances which arose during the course of the execution of the contract which could not have been reasonably foreseen.
- 2. Where competitive bidding for the new work for new money will work to the serious detriment of the awarding authority.
- 3. Emergencies arising during the course of the work.
- 4. Changes or alterations provided for in the original bid and original contract, such as unit prices, alternates, etc.
- X 5. See attached letter.
- 6. Other: _____

REMARKS: _____

Tammy Lambert

ENGINEER OR CONSULTANT

[Signature]

City Engineer

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilperson Cory Penn

WHEREAS, the City entered into a contract dated November 8, 2023 with Thompson Engineering, Inc. for Geotechnical engineering testing services on the project known as U.S. 45 Streetscape Improvements, City of Mobile Project No. 2022-3005-06; and

WHEREAS, the Contract amount for the engineering testing services was based on fee negotiations for the original scope of services between the City of Mobile and Thompson Engineering, Inc; and whereas, the current original contract amount totals \$25,000.00; and

WHEREAS, additional scope was added to the project thereby increasing the engineering services cost by \$13,323.50; and

WHEREAS, the contract provides on Page 18 that the "LABORATORY cost shall not exceed, unless otherwise approved: \$ 25,000.00";

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Council does hereby authorize the additional fee of \$13,323.50, for a total of \$38,323.50, to be paid to Thompson Engineering, Inc. for engineering services on the U.S. 45 Streetscape Improvements Project.

Adopted: DEC 3 2024

City Clerk

CONTRACT AMENDMENT

PROJECT NAME: **U.S.-45 STREETSCAPE IMPROVEMENTS**

PROJECT NO: **2022-3005-06**

CONTRACT RESOLUTION NO: **21-1213**

TERMS: You are hereby authorized, subject to the provisions of your contract for this project dated **November 8, 2023**, to provide additional Professional Engineering Services in the amount of **\$13,323.50**.

ORIGINAL CONTRACT PRICE: **\$ 25,000.00**

PROPOSED INCREASE: **\$ 13,323.50**

REVISED CONTRACT PRICE: **\$ 38,323.50**

City of Mobile



Mayor

William S. Stimpson (Print)

Accepted by:



Owner/President - Manager

Michael Davis (Print)



**CORPORATE
SEAL**

Attest:



ASSISTANT City Clerk

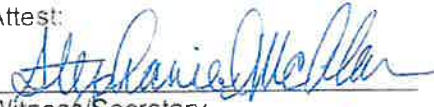
Lana Pafenbach (Print)



Public Works Deputy Director/
City Engineer

Nick Rasmussen (Print)

Attest:



Witness/Secretary

Stephanie I. McKeer (Print)

10/01/2024

Date

JUSTIFICATION FOR CHANGE ORDER

PROJECT NAME: U.S.-45 STREETSCAPE IMPROVEMENTS

PROJECT NUMBER: 2022-3005-06

The attached change order number 1 to contract with
Thompson Engineering, Inc.

dated November 8, 2023 is required because of the following:

- 1. Unusual and difficult circumstances which arose during the course of the execution of the contract which could not have been reasonably foreseen.
- 2. Where competitive bidding for the new work for new money will work to the serious detriment of the awarding authority.
- 3. Emergencies arising during the course of the work.
- 4. Changes or alterations provided for in the original bid and original contract, such as unit prices, alternates, etc.
- X 5. See attached letter.
- 6. Other: _____

REMARKS: _____

Tammy Lambeth

ENGINEER OR CONSULTANT

May

City Engineer



October 2, 2024

Dear Mr. Amberger,

The construction portion of the US-45 Streetscape Improvements project began on January 15, 2024. In this project, new concrete sidewalk was proposed on both sides of the road. This created the need to extend two concrete culverts on the north side of roadway. During construction, a sanitary sewer manhole was discovered adjacent to one of the culverts, thereby causing a conflict that was not anticipated during the design process. Several possible solutions were considered, and it was determined that the most cost-effective solution was to incorporate a pedestrian bridge across the culvert. This option allowed the manhole to remain in place and undisturbed.

In order to use a pedestrian bridge, specialized geotechnical testing was required that was not in the original scope. The test results were used by the structural engineer to design the foundation for the pedestrian bridge. As a result, Thompson Engineering has requested additional services to compensate for the testing and engineering design work. I have reviewed their request and feel that this amendment is fair and reasonable.

Sincerely,

A handwritten signature in black ink that reads 'Tammy Lambeth'.

Tammy Lambeth, P.E.
Engineering Manager

CC: File

RESOLUTION

Sponsored by: Mayor William S. Stimpson and Councilman Cory Penn

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

Name of Company: Thompson Engineering, Inc.

Project Name: US 45 Streetscape Improvements
COM Project No. 2022-3005-06

Estimated Cost: \$25,000.00

Adopted: **NOV - 8 2023**


ASSISTANT City Clerk

STATE OF ALABAMA)
COUNTY OF MOBILE)

CONTRACT

This contract, made and entered into this 8 day of November, 2023,
by and between the City of Mobile, Alabama, hereinafter called "CITY" a political
subdivision of and body incorporated in the State of Alabama, acting by and through its
governing body, the Mobile City Council, hereinafter called the "CITY", and **Thompson
Engineering, Inc.**, hereinafter called the "LABORATORY", WITNESSETH:

That in consideration of the mutual covenants, agreements, and considerations herein
contained, the parties hereto do mutually agree and bind themselves as follows:

1. DEFINITIONS:

Whenever in this contract, or in any document or in construction operations where this
contract applies, the following terms or pronouns in place of them are used, the intent and
meaning shall be interpreted as follows:

- (a) **CITY** - City of Mobile, Alabama
- (b) **CITY ENGINEER** – The CITY ENGINEER for the City of Mobile or his
appointed assistants.
- (c) **CONSULTANT** - An engineering company (**Michael Baker
International, Inc.**) employed by the CITY to perform professional
engineering services for the Project.
- (d) **CONTRACT** - Whenever the word "CONTRACT" is used it shall be held
to mean this executed document and any and all exhibits and attachments
comprising the written agreement between the City of Mobile and the
ENGINEER setting forth the obligations of the parties hereunder for the
performance of the prescribed work.
- (e) **COUNCIL** - Mobile City Council

- (f) **GEOTECHNICAL AND MATERIALS ENGINEER** - An authorized registered professional engineer representative of the LABORATORY, assigned to make engineering evaluations of soils and materials.
- (g) **INSPECTOR** - An authorized representative of the CITY, assigned to make inspections of the PROJECT.
- (h) **LABORATORY** - A commercial testing laboratory approved and authorized by the CITY, to test soils and materials and/or to provide engineering services and work involved in the PROJECT, and which has executed this Contract.
- (i) **PROJECT** - The construction and/or improvement of any public sidewalk, street, bridge, drainage facility included in the City of Mobile Improvement Project – **U.S.-45 STREETSCAPE IMPROVEMENTS**
Project No. – **2022-3005-06**
- (j) **PROJECT CONTRACTOR** - The contractor employed by the CITY to construct the Project.
- (k) **PROJECT ENGINEER** - A registered professional engineer assigned by the PROJECT's CONSULTANT (**Michael Baker International, Inc.**) to perform engineering services for the PROJECT.
- (l) **TECHNICIAN** - An authorized representative of the LABORATORY, assigned to make observations and tests of materials.
- (m) **TEST** - A procedure necessary or appropriate according to approved LABORATORY testing practices, to determine whether or not the material being tested meets the Project Specifications.
- (n) **SOIL MECHANICS TEST** – A procedure necessary or appropriate according to generally accepted geotechnical engineering practice and/or approved LABORATORY testing practices to determine physical properties of soils for engineering evaluation purposes.

2. SCOPE OF THE WORK:

This Contract shall include furnishing labor, materials, equipment, transportation and all incidentals necessary to provide geotechnical engineering services and to test materials to

be used in the construction of the PROJECT. The PROJECT and the source of funds therefore are listed in Exhibit "B" which is attached to and made a part of this contract.

3. DIRECTION OF WORK:

The LABORATORY shall work under the direction of the PROJECT ENGINEER and shall have one person in charge that will be responsible to the PROJECT ENGINEER for the proper coordination and quality of work performed. The PROJECT ENGINEER will notify LABORATORY when tests are to be made. Notification time for required testing will be at least 24 hours, unless a shorter time is reasonably instructed by the PROJECT ENGINEER.

4. LABORATORY PERSONNEL:

The LABORATORY shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed, educated, and qualified as to any duties assigned by, or the responsibility of, the LABORATORY. The parties agree that throughout the life of the contract that the LABORATORY shall submit in writing to the CITY ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the LABORATORY. Although the CITY ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the CITY ENGINEER, of any of LABORATORY 'S technical staff, inspectors, observers, engineers or agents, all acts by the LABORATORY, or LABORATORY 'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the LABORATORY. All engineering and testing services provided shall be performed under the direction of a qualified engineer registered in the State of Alabama.

5. REPORTS:

Copies of the Test Reports shall be sent to the CITY ENGINEER and the PROJECT ENGINEER. The LABORATORY shall equip a truck and/or such other suitable vehicle with equipment necessary to make on-site and prompt determinations of compaction

tests, and the results of these tests shall be verbally reported immediately to the INSPECTOR.

6. LABORATORY OFFICE:

The LABORATORY shall maintain a central office in Mobile during the term of the Contract. The office shall be suitably staffed to receive instructions and to report results of tests, and shall be equipped with all equipment, including without limitation a telephone and computer hardware and software adequate to those purposes. The staff shall be available to the CITY ENGINEER, PROJECT ENGINEER, CONSULTANT, INSPECTOR, and PROJECT CONTRACTOR by phone continuously from 8 a.m. until 5 p.m. Monday through Friday.

7. TESTING PROCEDURE:

All tests shall be made in accordance with AASHTO and ASTM Specifications unless otherwise noted and comply with all applicable requirements and regulations of the Alabama Department of Transportation.

8. ENGINEERING PROCEDURES:

All engineering services shall be performed in accordance with generally accepted engineering practices and principles.

9. OMIT

10. PROCTOR DENSITIES AND OPTIMUM MOISTURE TESTS:

A sufficient number of samples shall be further tested to determine their Proctor Densities and Optimum Moisture. The information desired shall be in accordance with AASHTO Standards and the form of report shall be in accordance with Alabama Department of Transportation form BMT-16.

11. OMIT

12. TESTING BASE COURSE:

(a) GRANULAR BASE - A sufficient number of samples taken from the roadway shall be tested in the LABORATORY to verify that material meets the specifications. In general, one test for each 500 feet of roadway and each visual classification of material will be required. The information desired and form of report shall be in accordance with the Alabama Department of Transportation BMT-5. Proctor Densities and Optimum Moisture tests shall be made on these samples.

(b) BITUMINOUS BASE - A sufficient number of samples taken from the asphaltic concrete batch plant shall be tested to verify that the material meets the specifications and job mix formula submitted by the PROJECT CONTRACTOR. In general, one asphalt extraction and gradation test will be performed for each 300 tons of material placed for each day's placement or part thereof. Marshall Density tests shall be made on these samples.

13. COMPACTION TESTS AND CORE DEPTHS (During Construction)

(a) EMBANKMENT - The PROJECT ENGINEER will furnish the LABORATORY with the Stations at which or between which the fill equals or exceeds two feet for the roadway width. During construction of the fills, the LABORATORY shall make sufficient tests to obtain a representative percentage of compaction on each two feet of fill. The LABORATORY will be notified by the PROJECT ENGINEER as to the time tests are required.

(b) SUB-GRADE - Prior to the PROJECT CONTRACTOR starting the first layer of Base Course, sub-grade compaction tests shall be taken at 500 foot intervals and at any other point specified by the PROJECT ENGINEER. The LABORATORY will be notified by the PROJECT ENGINEER to the time tests are required.

(c) SUB-BASE - Where sub-base is used or required the material shall be sampled and tested for specified compaction at 500 foot intervals, unless otherwise specified, and core depths shall be taken and recorded. The LABORATORY will make any additional sub-base thickness test which the PROJECT ENGINEER requests. The

LABORATORY will be notified by the PROJECT ENGINEER as to the time such tests are required.

(d) BASE-COURSE - Each layer of Base Course material shall be sampled and tested for specified compaction at 500 foot intervals unless otherwise specified and core depth taken and recorded. The LABORATORY will make any additional base thickness tests which the PROJECT ENGINEER requests. The LABORATORY will be notified by the PROJECT ENGINEER as to the time such tests are required.

For embankment and sub-grade the information desired and the form of report shall be in accordance with the Alabama Department of Transportation Forms, the Base Course similar to Alabama Department of Transportation Form BMT-1.

14. SPECIAL BORINGS AND SOIL MECHANICS TEST:

(a) BORINGS - Borings for bridge culverts and bridges, and other drainage facilities shall be made as required by the PROJECT ENGINEER. Payment for this item to be as shown on Exhibit "B" attached, where applicable. For bridges, at least one deep boring shall be made for each bend using Alabama Department of Transportation Penetration test and tube sampling procedures or similar specifications. The borings shall be made to penetrate depths that will be influenced by the structure loading. At locations of drainage structures and embankments, deep boring shall be made at 100 foot to 500 foot intervals as selected by the Geotechnical and Materials Engineer and approved by the PROJECT ENGINEER.

(b) SOIL MECHANICS TESTS - Sufficient soil mechanics tests shall be made to estimate the classifications, shearing strength and compressibility of soils at the locations of special structures. These tests will be selected by the Geotechnical Engineer in order to evaluate the subsurface soils. The tests will be performed in accordance with applicable ASTM or AASHTO procedures. The number of tests shall be approved by the PROJECT ENGINEER. Payment for this item shall be as shown on Exhibit "B" attached, where applicable.

15. GEOTECHNICAL ENGINEERING EVALUATIONS AND RECOMMENDATIONS:

The LABORATORY's Geotechnical and Materials Engineer shall evaluate the results of the Soil Borings and Soil Mechanics Tests; make engineering analysis pertaining to the foundations for the structures, and make engineering recommendations for the types of foundations to be used in the design of the structures. These analyses may include bearing capacity of the soils for culverts and foundations, stability of slopes for cut sections and drainage ditches, settlement or heave of embankment or cut sections, axial compression and tension capacity of piles, drag load that may be placed on piles, lateral earth pressures that may act on retaining walls or bulkheads, and lateral load capacity of piles. These analysis and engineering recommendations shall be performed in accordance with generally accepted engineering analysis, and recommendations will be prepared by a registered professional engineer. Payment for the geotechnical engineering service will be in accordance with Item 26.

16. TESTING ROADWAY AND SIDE DRAIN PIPE:

All pipes will be inspected at the point of manufacture and each joint accepted shall be stamped with the LABORATORY seal. Reports indicating size and classification of pipe sealed shall be prepared on the LABORATORY's standard form, unless otherwise instructed in writing by the PROJECT ENGINEER. The LABORATORY will be notified by the PROJECT ENGINEER as to when the pipe is ready to be stamped.

17. DESIGN CONCRETE MIXES:

Prior to start of construction of concrete bridges, culverts, headwalls, curb or gutter or other concrete structures, the LABORATORY shall review and approve the concrete mixes submitted by the PROJECT CONTRACTOR for the various classes of concrete specified. Cylinder test results on a batch of each design mix shall be submitted by the PROJECT CONTRACTOR and subject to the approval by the LABORATORY.

18. MAKE AND BREAK CONCRETE CYLINDERS:

(a) For the culvert extensions and wing walls, during the construction and upon notification from the PROJECT ENGINEER, the LABORATORY shall make and break four concrete cylinders from each day's placement of from 5 to 50 cubic yards, or otherwise as directed by the PROJECT ENGINEER. Slump and temperature tests shall be made for each batch of concrete for which cylinders are made. Strength tests will be performed one at seven days and two at 28 days from the cylinders and one cylinder shall be tested as directed by the PROJECT ENGINEER for any concrete not meeting the 28 day strength specification. Results of these tests shall be reported on LABORATORY's standard form.

(b) For all other concrete, during the construction, the LABORATORY shall make four random samples twice per month. Upon notification from the PROJECT ENGINEER, the LABORATORY shall make and break four concrete cylinders from random placement, or otherwise as directed by the PROJECT ENGINEER. Slump and temperature tests shall be made for each batch of concrete for which cylinders are made. Strength tests will be performed one at seven days and two at 28 days from the cylinders and one cylinder shall be tested as directed by the PROJECT ENGINEER for any concrete not meeting the 28 day strength specification. Results of these tests shall be reported on LABORATORY's standard form.

19. TEST CEMENT:

Mill Certificates will be required for the cement used in concrete. These certificates shall be submitted by the PROJECT CONTRACTOR to and reviewed by the LABORATORY to determine if the material is approved for the Project.

20. TEST CONCRETE AGGREGATE:

(a) 100 tons or less total requirements; conformity with ASTM C-33 (test per paragraphs 1, 2, 3, 4, & 8).

(b) Total requirements more than 100 tons; same as (a) except paragraphs 5 & 9 shall be added. If otherwise satisfactory, the aggregate may be used pending maturity

of satisfactory 28 day tests. Proof tests shall be submitted by the PROJECT CONTRACTOR. The LABORATORY shall make Gradation Tests periodically as the work progresses to assure uniformity, and shall report test results to the PROJECT ENGINEER on LABORATORY's standard forms.

21. TEST ASPHALTIC CEMENT:

Each car of asphalt cement shall be tested by manufacturer at the point of origin. If not feasible to test at origin it shall be tested prior to use. Results of tests shall be reported to the LABORATORY by PROJECT CONTRACTOR.

22. TEST PAVING AGGREGATE (Surface Treatment):

LABORATORY shall test all aggregate for Surface Treatment paving prior to use. In general one representative test shall be made for every 100 tons upon notification by the PROJECT ENGINEER, unless otherwise instructed in writing by the PROJECT ENGINEER. Results of tests shall be reported on LABORATORY's standard forms.

23. ASPHALT CONCRETE TESTS:

(a) JOB MIX FORMULA - The PROJECT CONTRACTOR shall submit a job mix formula to the LABORATORY for approval prior to any asphalt concrete construction.

(b) TEST AT PLANT - All plant mix materials and the mixing shall be tested by LABORATORY at the plant upon notification of the PROJECT ENGINEER. The results of tests shall be reported on LABORATORY's standard forms. A TECHNICIAN shall be assigned full time to plant during operation and shall sign all load tickets. One extraction and gradation test and temperature measurement shall be performed for each 300 tons or fraction thereof for each day's run. A Marshall Density test shall be made for each 300 tons or fraction thereof for each day's run. The results of the tests shall be compared to the Job Mix Formula submitted by the PROJECT CONTRACTOR.

(c) TEST IN PLACE - The LABORATORY shall provide the PROJECT ENGINEER with density tests and thickness of asphalt concrete pavement. In general, these tests will be performed at 200 foot intervals along the roadway located alternately on centerline, ten feet left of centerline, ten feet right of centerline and at other locations directed by the PROJECT ENGINEER. The in place roadway density tests shall be compared with the Marshall Density tests performed at the batch plant in accordance with the specifications.

24. CONTINUITY OF THE PROGRESS:

LABORATORY shall perform all tests as needed so as not to interfere with the continuity of the progress of the construction. The PROJECT ENGINEER will be responsible for notifying LABORATORY at least 24 hours prior to the time for performing the required tests.

25. SPECIAL INSPECTIONS:

The LABORATORY will make spot checks, observations, analysis and/or provide engineering consultation as required by the CITY ENGINEER, PROJECT ENGINEER or INSPECTOR during the progress of the work.

26. PAYMENT:

Any language to the contrary in this Agreement notwithstanding, all payments to the LABORATORY for services shall be made only in return for work actually performed in completion of the PROJECT and properly documented to the CITY. All payments to the LABORATORY for such work performed shall be compensated at the rates stated in the Fee Schedule which is incorporated into this Agreement as Exhibit C. In all instances where compensation amounts are based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the CITY ENGINEER.

a) CONTRACT SERVICES

Construction Phase Services – A sum not to exceed **\$25,000.00 (Twenty-five Thousand Dollars and Zero Cents)** for all services completed by the

LABORATORY shall be due and payable in monthly installments after the CONTRACT for construction has been awarded and the work begun and supported by duly filed monthly claims based on that month's labor's hourly rates, materials, tests, equipment, transportation and all incidentals necessary associated with monthly installments of materials by the PROJECT CONTRACTOR through the completion of the construction of this PROJECT.

27. TERMINATION FOR BREACH:

In the event of failure by the LABORATORY to perform any and/or all of the LABORATORY's obligations in a prompt and efficient manner satisfactory to the CITY, the CITY will have the right to summarily terminate this Contract by giving the LABORATORY written notice of such termination. The LABORATORY may complete such analysis and records as are necessary to complete a report for the services performed to the date of notice of termination.

28. ASSIGNMENT:

That the CITY and the LABORATORY each binds itself, its successors and assign, to the other, in respect of this Contract and all terms and conditions contained herein. Neither the City nor the LABORATORY shall assign or transfer their respective interest or obligation in this Contract without the written consent of the other party hereto.

29. OPEN TRADE REQUIREMENTS:

By signing this contract, the LABORATORY 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.

30. E-VERIFY:

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.

31. INSURANCE:

LABORATORY shall name the City of Mobile as an additional insured. LABORATORY shall take out and maintain during the life of the contract the following:

(a) Workers' Compensation/Employer's Liability:

- 1) Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.
- 2) Employer's Liability with limits of not less than:

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee
- 3) Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

(b) Comprehensive General Liability Insurance:

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

(c) Automobile Liability Insurance:

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

(d) Excess/Umbrella Liability Insurance

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

(e) Certificate of Liability Insurance Endorsement Page

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

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

32. ANTI-DISCRIMINATION:

LABORATORY 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 entities 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.

33. GOVERNING LAW AND VENUE:

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

34. INDEMNIFICATION:

The LABORATORY shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by LABORATORY or the LABORATORY'S agent, LABORATORY under contract, or other entity for which LABORATORY is legally liable. LABORATORY 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 LABORATORY or its agents covered by LABORATORY'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires LABORATORY to procure and maintain professional liability insurance that satisfies the named requirements. LABORATORY shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to LABORATORY'S liability, or in proportion to the extent LABORATORY 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 LABORATORY to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

STANDARD OF PERFORMANCE:

LABORATORY 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.

35. E-BUILDER

The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: <https://app.e-builder.net>. ENGINEER shall use e-Builder as an essential component to project management with the City of Mobile.

CITY OF MOBILE, A Municipal Corporation

By: William S. Stimpson
William S. Stimpson
Mayor

ATTEST:

By: Lana Papenbach Gauthier
Its City Clerk ~~ASSISTANT~~
Print: Lana Papenbach Gauthier

[Signature]

THOMPSON ENGINEERING, INC

By: [Signature]
Print: Michael V Manning
Its: President
Address: 2970 Cottage Hill Rd Ste 190
Mobile AL 36606
Telephone: 251 666 2443

STATE OF ALABAMA
CITY OF MOBILE

I, Stephanie Ivey McAleer, a Notary Public in and for said State and County, hereby certify that Michael V Manning, whose name as President of Thompson Engineering, Inc. is signed to the foregoing conveyance and who are known to me acknowledged before me on this day, that, being informed of these contents of the conveyance, he as such officer and with full authority, executed the same voluntary on the day the same bears date.

Given under my hand and notarial seal on this the 3 day of October, 2023.

[Signature]
NOTARY PUBLIC

My Commission Expires: _____

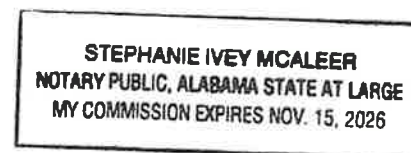
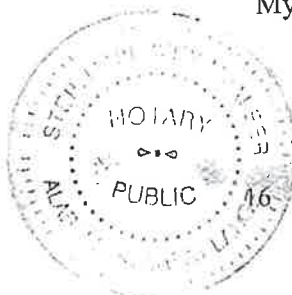


EXHIBIT 'A'
PROJECT LOCATION

Hwy 45 (St. Stephens Rd.) from Wilson Ave. to Prichard Ave.

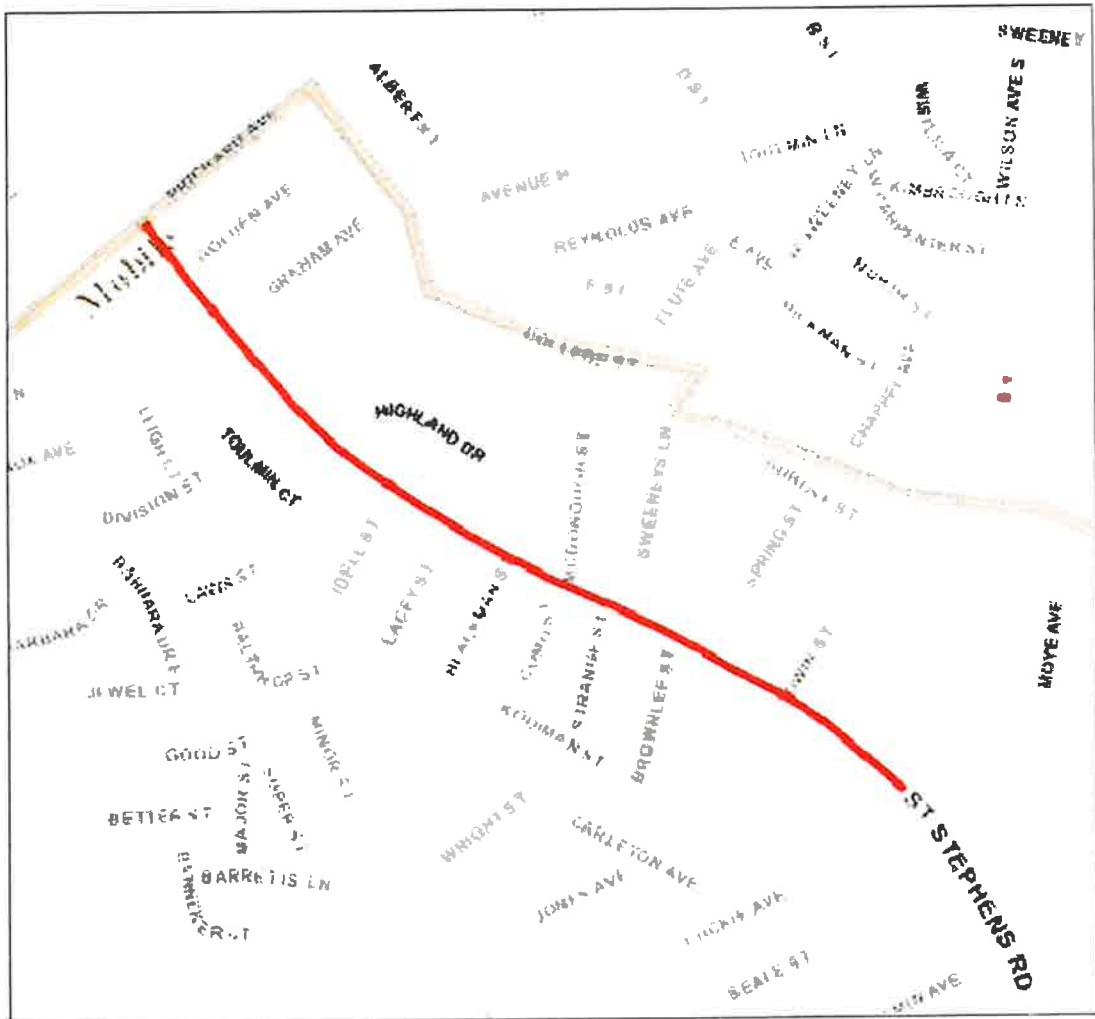


EXHIBIT 'B'

This contract shall include furnishing labor, materials, equipment, transportation and all incidentals necessary to test and evaluate soils and materials to be used in the construction of the following project:

U.S.-45 STREETSCAPE IMPROVEMENTS

Project No. – **2022-3005-06**

Source of Funding: 2023 CIP

LABORATORY cost shall not exceed, unless otherwise approved: \$ 25,000.00

EXHIBIT 'C'

**FEE SCHEDULE, SPECIAL BORINGS AND SOIL MECHANICS TEST
PAYMENT, AND SUMMARY OF HOURLY RATES**



THOMENG-01

KOWENS

DATE (MM/DD/YYYY)

10/18/2023

CERTIFICATE OF LIABILITY INSURANCE

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
PGIS, LLC dba Turner Insurance & Bonding Co.
PO Drawer 230789
Montgomery, AL 36123

CONTACT NAME: Abby Foster

PHONE (A/C, No, Ext): (334) 386-3609

FAX (A/C, No): (334) 244-0350

E-MAIL: afoster@turnerfirst.com

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Zurich American Insurance Co.

16535

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED

Thompson Engineering, Inc.
2970 Cottage Hill Road, Ste. 190
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
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab. ☒ XCU included GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER	X	X	GLO 3534778	1/1/2023	2/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 EBL AGGREGATE \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	BAP 3534779	1/1/2023	2/1/2024	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						\$ \$ \$
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 N	N/A	WC 3534777	1/1/2023	2/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Project Name - U.S.-45 STREETSCAPE IMPROVEMENTS

Project # 2022-3005-06

Hwy 45 (St. Stephens Rd.) from Wilson Ave. to Prichard Ave.

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory where required by written contract. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies where required by written contract. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment) where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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STATE OF ALABAMA

COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Michael V Manning (affiant) who, being duly sworn says as follows:

President/CEO of Thompson Engineering Inc

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as President for Thompson Engineering Inc that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

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

I further attest that said Thompson Engineering Inc is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 571783.

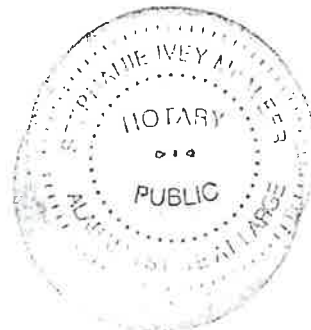
[Signature]
CEO of Thompson Engineering Inc
President

Sworn to and subscribed before me this the 3 day of October, 2023.

I certify that the affiant is known to me to be the identical party he or she claims to be.

[Signature]
Signature and Seal of Notary Public

STEPHANIE IVEY MCALEER
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES NOV. 15, 2026



THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS USING AN E-VERIFY EMPLOYER AGENT

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS), the Thompson Holdings, Inc (Employer), and the E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. Section 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - A. Notice of E-Verify Participation
 - B. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.
4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - A. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.
 - B. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete I-Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

5. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

12. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
13. The Employer agrees that it will use the information it receives from E-Verify (through its E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
14. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email a E-Verify@dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
15. The Employer acknowledges that the information it receives through the E-Verify Employer Agent from SSA is governed by the Privacy Act (5 U.S.C. Section 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
16. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify (whether directly or through their E-Verify Employer Agent), which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.
17. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.
18. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
19. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 ([Web](#))) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
20. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.
21. The Employer agrees that it will notify its E-Verify Employer Agent immediately if it is awarded a federal contract with the FAR clause. Your E-Verify Employer Agent needs this information so that it can update your company's E-Verify profile within 30 days of the contract award date.

B. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing information under E-Verify and shall update them as needed to keep them current.
2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the E-Verify User Manual to the Employer so that the Employer

prior written consent of DHS.

17. The E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
18. The E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The E-Verify Employer Agent should instruct the client to keep the E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
 - A. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
 - B. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
 - C. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
 - D. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
 - E. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
 - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. HS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to

participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.
5. Upon termination of the relationship between an Employer and their E-Verify Employer Agent, E-Verify cannot provide the Employer with its records. The Employer agrees to seek its records from the E-Verify Employer Agent.

ARTICLE VI

PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- F. 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. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.
- G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. Thompson Holdings, Inc (Employer) hereby designates and appoints Chacyra Lloyd (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Thompson Holdings, Inc
Company Facility Address	2970 Cottage Hill Road Suite 190 Mobile, AL 36606
Company Alternate Address	2970 Cottage Hill Road Suite 190 Mobile, AL 36606
County or Parish	Mobile
Employer Identification Number	72-1381313
North American Industry Classification Systems Code	Professional, Scientific, And Technical Services (541)
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	19



Company ID Number:571783

Client Company ID Number:1426448

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Chad Brown
Phone Number	(251) 510-3156
Fax Number	
Email Address	cbrown@thompsonengineering.com

Name	Bill Morgan
Phone Number	(251) 518-6299
Fax Number	
Email Address	bmogan@thompsonengineering.com

Name	Edna Lugo
Phone Number	(251) 525-0227
Fax Number	
Email Address	elugo@thompsonengineering.com

EXHIBIT 'E':
SUBCONTRACTING PLAN AND
DBE UTILIZATION REPORT OR WAIVER



City of Mobile
Office of Supplier Diversity

**REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS
ENTERPRISE (DBE) GOAL**

Bid/RFP/P.O./Solicitation/Other# 2022-3005-06 Current Date 10 / 18 / 23

Project Description U.S. Hwy 45 Streetscape Improvements (Wilson-Prichard)

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):

Please attached any supporting documentation.

Waiver requested due to the nature of the work. This is a contract for materials testing services.

The tasks are specialized and the cost is not enough to warrant the use of sub-contractors.

Contract for Thompson Engineering not to exceed \$25,000.

Nick Amberger

Requested By (Department Director)

(Signature) _____ City Engineer _____ 10/18/2023
(Title) _____ (Date) _____

251-208-7426

nick.amberger@cityofmobile.org

Telephone Number

Email Address

Archnique Kidd

Supplier Diversity Manager

Reviewed By (Office of Supplier Diversity)

(Signature) _____ (Title) _____ (Date) 10/17/2023
Archnique Kidd

Approved By (CAO)

COLLECTION SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

Return to Office of Supplier Diversity

Via email: archanque.kidd@cityofmobile.org

or

P.O. Box 1948

Mobile, AL 36633

CONTRACTOR:		Certified DBE:		YES	NO	Contract Start Date:	
DESCRIPTION:				Estimated Completion Date:			
This report is for the month of:		JAN FEB MARCH		APR MAY JUNE		JULY AUG SEPT OCT NOV DEC FINAL _____	
Original Contract Amount		Total Amount of Contract Changes (change orders or amendments)		Final Contract Amount (include contract changes)		Payments to Date from City of Mobile	
\$		\$		\$		OFFICE USE ONLY (Verification)	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
TOTALS		\$	\$	\$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____ (Title) _____ (Date)

DBE Utilization Report



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, 4th Floor

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

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised "good faith efforts" to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in "good faith" to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don't have that level of DBE subcontractor / supplier usage (as documented on **Form 1**), you are required to complete the "good faith effort" documentation on **Form 2**. When so required, failure to adequately address the good faith effort factors on Form 2 will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About "DBEs": The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About "Good Faith" Effort: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The "good faith effort" factors on **Form 2** are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.



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

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archonique.kidd@cityofmobile.org
251.208.7957
205 Government Street, 4th Floor

Section I. Information about your company

FORM 1: Background and Plan

Company	
Address	
Telephone	
E-Mail	

RFP/RFQ Solicitation Number	
Project Description	
Is your company a DBE company?	Yes ☐ No ☐
Work force demographics	Male ☐ Female ☐ Minority ☐ Non-minority ☐ Vets ☐
Total # of Employees	

Subcontractor/Major Supplier Plan submitted by:

Printed Name: _____

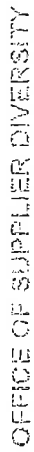
Signature: _____ Date: _____

Title: _____

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

Name: _____ Title: _____

E-mail: _____ Phone: _____



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

FORM 1: Background and Plan

Section II. Plan for Subcontractors and Major Vendors

RFP/RFQ/Bid # _____

Your Bid/Proposal Amount \$ _____

Date: ____/____/____

Description

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: _____ Phone: _____ Email: _____
 Contact Person: _____

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

YES ☐	NO ☐	Did you do these suggested areas for DBE recruitment and engagement
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified ALDOT DBE's
		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond.
		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities on the City of Mobile Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.



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

	INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
	WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
	COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
	CONTRACT RECORDS: The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

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

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

Suggestions or comments to improve this program. _____



THOMENG-01

KOWENS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/2/2023

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
PGIS, LLC dba Turner Insurance & Bonding Co.
PO Drawer 230789
Montgomery, AL 36123

CONTACT NAME: Abby Foster
PHONE (A/C, No, Ext): (334) 386-3609 FAX (A/C, No): (334) 244-0350
E-MAIL ADDRESS: afoster@turnerfirst.com

INSURER(S) AFFORDING COVERAGE
INSURER A: Zurich American Insurance Co. NAIC # 16535

INSURED

Thompson Engineering, Inc.
2970 Cottage Hill Road, Ste. 190
Mobile, AL 36606

INSURER B :
INSURER C :
INSURER D :
INSURER E :
INSURER F :

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab. ☒ XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	GLO 3534778	1/1/2023	2/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EBL AGGREGATE \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	X	X	BAP 3534779	1/1/2023	2/1/2024	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 3534777	1/1/2023	2/1/2024	

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

Project Name - U.S.-45 STREETSCAPE IMPROVEMENTS

Project # 2022-3005-06

Hwy 45 (St. Stephens Rd.) from Wilson Ave. to Prichard Ave.

City of Mobile is named additional insured on a primary and noncontributory basis as respect General Liability and Auto Liability where required by written contract. A waiver of subrogation applies in favor of City of Mobile as respect General Liability, Automobile Liability, and Workers Compensation where required by written contract. Thirty (30) days written notice of cancellation applies where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/2/2023

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PRODUCER Cadence Insurance (Formerly BXS Insurance) 760 Howard Avenue, 2nd floor Biloxi MS 39530	CONTACT NAME: Patty Savage PHONE (A/C, No, Ext): 8002770856 FAX (A/C, No): 228-863-1957 E-MAIL ADDRESS: patty.savage@cadenceinsurance.com
INSURED Thompson Engineering Inc. 2970 Cottage Hill Rd Ste 190 Mobile AL 36606	INSURER(S) AFFORDING COVERAGE INSURER A: Beazley Insurance Company, Inc. INSURER B: Travelers Property Casualty Co of America INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 636696891**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	Y Y	CUP8S42687023NF	1/1/2023	2/1/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		C1D697230701	1/1/2023	2/1/2024	Per Claim Aggregate 2,000,000 2,000,000

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

NOTE: Umbrella Coverage above; policy number CUP8S42687023NF through Travelers Property Casualty Co of America is excess coverage over General Liability policy number GLO3534778, Auto Liability policy number BAP3534779, and Employers Liability policy number WC3534777 written through Zurich American Insurance Company effective 1/1/2023 to 2/1/2024. Umbrella is follow form these policies.
RE: U.S.-45 Streetscape Improvements Project No. 2022-3005-06

CERTIFICATE HOLDER**CANCELLATION**City of Mobile
P. O. Box 1827
Mobile AL 36633

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/3/2025

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 13th St 4th floor Gulfport MS 39501	CONTACT NAME: Patty Savage PHONE (A/C, No, Ext): 8002770856 E-MAIL ADDRESS: Patty.Savage@ajg.com FAX (A/C, No): 228-863-1957
INSURED Thompson Engineering Inc. 2970 Cottage Hill Rd Ste 190 Mobile AL 36606	THOMINC-03 INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty Co of America INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1703450550**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000	Y	Y	CUP8S42687025NF	2/1/2025	2/1/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE 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)

NOTE: Umbrella Coverage above; policy number CUP8S42687025NF through Travelers Property Casualty Co of America is excess coverage over General Liability policy number GLO3534778-03, Auto Liability policy number BAP3534779-03, and Employers Liability policy number WC3534777-03 written through Zurich American Insurance Company effective 2/1/2025 to 2/1/2026. Umbrella is follow form these policies.

RE: US 45 Streetscape Improvements COM Project No. 2022-3005-06

CERTIFICATE HOLDER**CANCELLATION**

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

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AUTHORIZED REPRESENTATIVE

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IMPORTANT NOTICE ABOUT HOLD HARMLESS AND INDEMNIFICATION AGREEMENTS

While insurance policies may respond to certain contractual assumption of liability or responsibility (Hold Harmless/Indemnification Agreements/Clauses), such policies are not broad enough to transfer or fund all assumed exposures. In addition, insurance policies have monetary limits that apply to covered claims. Our receipt of hold harmless/indemnification agreements and issuance of certificates of insurance is not validation that all conditions of the hold harmless/indemnification agreement have been met. Most assumption of risk agreements/clauses are broader than the terms and conditions of insurance policies.

IMPORTANT NOTICE ABOUT AUTOMATIC STATUS ADDITIONAL INSURED/WAIVERS

The certificate of insurance may represent that Additional Insured &/or Waiver status is included when required by written contract. In order for Additional Insured &/or Waiver status to be triggered in this case, there must be a written and executed contract between the insured and the person(s) or organization(s) for which Additional Insured &/or Waiver status is required.



THOMENG-01

KCROSBY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/3/2025

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

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PRODUCER PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	CONTACT NAME: Kirsten Crosby	
	PHONE (A/C, No, Ext): (334) 386-3968	FAX (A/C, No):
	E-MAIL ADDRESS: kcrosby@turnerfirst.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Zurich American Insurance Co.	16535
INSURED Thompson Engineering, Inc. 2970 Cottage Hill Road, Ste. 190 Mobile, AL 36606	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	GLO 3534778-03	2/1/2025	2/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	BAP 3534779-03	2/1/2025	2/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
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 ☒ N	N / A	WC 3534777-03	2/1/2025	2/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	☒ Auto Physical Damage			BAP 3534779-03	2/1/2025	2/1/2026	Various deductibles

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

Project: US 45 Streetscape Improvements

COM Project No. 2022-3005-06

City of Mobile is named additional insured on a primary and noncontributory basis as respect General Liability and Auto Liability where required by written contract. A waiver of subrogation applies in favor of City of Mobile as respect General Liability, Automobile Liability, and Workers Compensation where required by written contract. Thirty (30) days written notice of cancellation applies where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Mobile P. O. 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 

R E S O L U T I O N

Sponsored by: Chief William R. Jackson

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 and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a stipend of \$3,950.00, to be trusted to Captain James Cunningham of the Mobile Police Department, for expenses accrued while attending said training at the FBI National Academy from September 27, 2025 to December 11, 2025.

Adopted:

City Clerk

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RESOLUTION

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

Adopted:

City Clerk

Notice of Public Hearing for the Proposed Modification of a
Previously Approved Planned Unit Development for Property
Located at 4350 Moffet Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **September 9, 2025**, a public hearing will be held on the **14th** day of **October, 2025**, at 10:30 a.m., to consider adoption of an ordinance for the modification of a Previously Approved Planned Unit Development for property located at 4350 Moffet Road to allow multiple buildings on a single building site.

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 was approved on May 15, 2025, allowing construction of a multi-family development with 50 dwelling units in multiple buildings on a single building site located at 4350 Moffett Road, described as follows:

BEGINNING AT THE NORTHEAST CORNER OF LOT 2, ANTHONY ESTATE, AS RECORDED IN MAP BOOK 98 PAGE 39, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE NORTH 88°40'29" WEST 172.33 FEET TO THE NORTHWEST CORNER OF LOT 1, ANTHONY ESTATE; THENCE NORTH 89°44'59" WEST ALONG THE NORTH LINE OF FRED MARSHALL COURT 50.00 FEET TO A POINT; THENCE SOUTH 89°36'54" WEST 147.94 FEET TO A POINT; THENCE NORTH 00°01'51" EAST 1082.94 FEET TO A POINT ON THE SOUTH LINE OF LOT 13, KUFFSKIE COURT, AS RECORDED IN MAP BOOK 23 PAGE 15 OF SAID RECORDS; THENCE NORTH 89°59'26" EAST ALONG THE SOUTH LINE OF LOTS 13 AND 12 OF KUFFSKIE COURT AND THE EASTWARD PROJECTION THEREOF 336.15 FEET TO A POINT; THENCE SOUTH 00°08'29" WEST 200.00 FEET TO A POINT; THENCE NORTH 89°59'26" EAST 25.00 FEET TO A POINT; THENCE SOUTH 00°22'25" EAST 434.90 FEET TO A POINT; THENCE SOUTH 00°46'51" EAST 451.36 FEET TO THE POINT OF BEGINNING.

WHEREAS, the owner of said property applied for a Major Modification of the Planned Unit Development on July 16, 2025, to allow construction of a multi-family development with 50 dwelling units in multiple buildings on a single building site.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on August 21, 2025, and recommended approval of the Major Modification of the Planned Unit Development (PUD) subject to the following conditions:

1. Retention of the 25-foot front yard setback along Fred Marshall Court on the Final PUD Site Plan, adjusted for any required dedication resulting from the subdivision request;

2. Retention of the lot size in square feet on the Final PUD Site Plan, adjusted for any required dedication, or provision of a table with this information;
3. Labeling of each building with its size in square feet on the Final PUD Site Plan, or provision of a table with this information;
4. Retention of the illustrated 75-foot rear setback on the Final PUD Site Plan, noting that removal in the future would require re-subdivision;
5. Revision of the Final PUD Site Plan to illustrate compliance with the bicycle parking requirements of Article 3, Section 64-3-12.A.9. of the UDC, including minimum required quantity and location;
6. Revision of the site plan to depict a minimum 24-foot-wide drive aisle to the rear of the community building providing access to a dumpster enclosure, unless the site is reconfigured for one-way circulation requiring only 14-foot-wide aisles;
7. Retention of directional arrows illustrating on-site traffic circulation on the Final PUD Site Plan, updated as necessary to reflect any revisions to drive aisle widths;
8. Retention of a note on the Final PUD Site Plan stating that parking lot lighting will comply with the illumination standards of Section 64-3-9.C. of the UDC;
9. Provision of a note on the Final PUD Site Plan stating that the site will comply with the architectural design feature requirements of Article 3, Section 64-3-6 of the UDC, including at least one element from each applicable design category (Site Frontage, Building Form – Height, Building Form – Wall, Architectural Feature);
10. Provision of a note stating the proposed buildings will not exceed 50 feet in height, in compliance with Article 2, Section 64-2-7.E. of the UDC;
11. Verification and, if necessary, revision of the landscape area calculation (currently listed as 225,415± square feet) on the Final PUD Site Plan to ensure accuracy and consistency with the total site area;
12. Retention of a note on the Final PUD Site Plan stating that the site will comply with the tree planting requirements of Article 3, Section 64-3-7 of the UDC;
13. Retention of the note on the Final PUD Site Plan stating all dumpsters will comply with the enclosure and placement standards of Section 64-3-13.A.4. of the UDC;
14. Provision of a note stating any signage proposed for the site must be reviewed and permitted separately by the Planning and Zoning Department; illuminated signage must be installed by a licensed and bonded contractor and permitted through the Permitting Department;
15. Retention of the note on the Final PUD Site Plan stating that future development or redevelopment of the site may require additional modifications to the PUD, subject to approval by the Planning Commission and City Council;
16. Compliance with all Engineering comments noted in the staff report;
17. Compliance with all Traffic Engineering comments noted in the staff report;
18. Compliance with all Urban Forestry comments noted in the staff report;
19. Compliance with all Fire Department comments noted in the staff report;
20. 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 the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
21. 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 modification of the Planned Unit Development is hereby approved with the following required conditions:

1. Retention of the 25-foot front yard setback along Fred Marshall Court on the Final PUD Site Plan, adjusted for any required dedication resulting from the subdivision request;
2. Retention of the lot size in square feet on the Final PUD Site Plan, adjusted for any required dedication, or provision of a table with this information;
3. Labeling of each building with its size in square feet on the Final PUD Site Plan, or provision of a table with this information;
4. Retention of the illustrated 75-foot rear setback on the Final PUD Site Plan, noting that removal in the future would require re-subdivision;
5. Revision of the Final PUD Site Plan to illustrate compliance with the bicycle parking requirements of Article 3, Section 64-3-12.A.9. of the UDC, including minimum required quantity and location;
6. Revision of the site plan to depict a minimum 24-foot-wide drive aisle to the rear of the community building providing access to a dumpster enclosure, unless the site is reconfigured for one-way circulation requiring only 14-foot-wide aisles;
7. Retention of directional arrows illustrating on-site traffic circulation on the Final PUD Site Plan, updated as necessary to reflect any revisions to drive aisle widths;
8. Retention of a note on the Final PUD Site Plan stating that parking lot lighting will comply with the illumination standards of Section 64-3-9.C. of the UDC;
9. Provision of a note on the Final PUD Site Plan stating that the site will comply with the architectural design feature requirements of Article 3, Section 64-3-6 of the UDC, including at least one element from each applicable design category (Site Frontage, Building Form – Height, Building Form – Wall, Architectural Feature);
10. Provision of a note stating the proposed buildings will not exceed 50 feet in height, in compliance with Article 2, Section 64-2-7.E. of the UDC;
11. Verification and, if necessary, revision of the landscape area calculation (currently listed as 225,415± square feet) on the Final PUD Site Plan to ensure accuracy and consistency with the total site area;
12. Retention of a note on the Final PUD Site Plan stating that the site will comply with the tree planting requirements of Article 3, Section 64-3-7 of the UDC;
13. Retention of the note on the Final PUD Site Plan stating all dumpsters will comply with the enclosure and placement standards of Section 64-3-13.A.4. of the UDC;
14. Provision of a note stating any signage proposed for the site must be reviewed and permitted separately by the Planning and Zoning Department; illuminated signage must be installed by a licensed and bonded contractor and permitted through the Permitting Department;
15. Retention of the note on the Final PUD Site Plan stating that future development or redevelopment of the site may require additional modifications to the PUD, subject to approval by the Planning Commission and City Council;

16. Compliance with all Engineering comments noted in the staff report;
17. Compliance with all Traffic Engineering comments noted in the staff report;
18. Compliance with all Urban Forestry comments noted in the staff report;
19. Compliance with all Fire Department comments noted in the staff report;
20. 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 the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
21. 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 October, 2025, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 17th day of September, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **4350 Moffet Road**.

The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on **May 15, 2025**. The owner of said property has applied for a Major Modification of the PUD allowing multiple buildings on a single building site, to allow construction of a multi-family development with 50 dwelling units in multiple buildings on a single building site. If approved, the Major Modification will **allow construction of a multi-family development with 50 dwelling units in multiple buildings on a single building site**, subject to the following proposed conditions: 1. Retention of the 25-foot front yard setback along Fred Marshall Court on the Final PUD Site Plan, adjusted for any required dedication resulting from the subdivision request; 2. Retention of the lot size in square feet on the Final PUD Site Plan, adjusted for any required dedication, or provision of a table with this information; 3. Labeling of each building with its size in square feet on the Final PUD Site Plan, or provision of a table with this information; 4. Retention of the illustrated 75-foot rear setback on the Final PUD Site Plan, noting that removal in the future would require re-subdivision; 5. Revision of the Final PUD Site Plan to illustrate compliance with the bicycle parking requirements of Article 3, Section 64-3-12.A.9. of the UDC, including minimum required quantity and location; 6. Revision of the site plan to depict a minimum 24-foot-wide drive aisle to the rear of the community building providing access to a dumpster enclosure, unless the site is reconfigured for one-way circulation requiring only 14-foot-wide aisles; 7. Retention of directional arrows illustrating on-site traffic circulation on the Final PUD Site Plan, updated as necessary to reflect any revisions to drive aisle widths; 8. Retention of a note on the Final PUD Site Plan stating that parking lot lighting will comply with the illumination standards of Section 64-3-9.C. of the UDC; 9. Provision of a note on the Final PUD Site Plan stating that the site will comply with the architectural design feature requirements of Article 3, Section 64-3-6 of the UDC, including at least one element from each applicable design category (Site Frontage, Building Form – Height, Building Form – Wall, Architectural Feature); 10. Provision of a note stating the proposed buildings will not exceed 50 feet in height, in compliance with Article 2, Section 64-2-7.E. of the UDC; 11. Verification and, if necessary, revision of the landscape area calculation (currently listed as 225,415± square feet) on the Final PUD Site Plan to ensure accuracy and consistency with the total site area; 12. Retention of a note on the Final PUD Site Plan stating that the site will comply with the tree planting requirements of Article 3, Section 64-3-7 of the UDC; 13. Retention of the note on the Final PUD Site Plan stating all dumpsters will comply with the enclosure and placement standards of Section 64-3-13.A.4. of the UDC; 14. Provision of a note stating any signage proposed for the site must be reviewed and permitted separately by the Planning and Zoning Department; illuminated signage must be installed by a licensed and bonded contractor and permitted through the Permitting

Department; 15. Retention of the note on the Final PUD Site Plan stating that future development or redevelopment of the site may require additional modifications to the PUD, subject to approval by the Planning Commission and City Council; 16. Compliance with all Engineering comments noted in this staff report; 17. Compliance with all Traffic Engineering comments noted in this staff report; 18. Compliance with all Urban Forestry comments noted in this staff report; 19. Compliance with all Fire Department comments noted in this staff report; 20. 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 the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and, 21. 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 was approved on **May 15, 2025**, allowing construction of a multi-family development with 50 dwelling units in multiple buildings on a single building site located at **4350 Moffett Road**, described as follows:

BEGINNING AT THE NORTHEAST CORNER OF LOT 2, ANTHONY ESTATE, AS RECORDED IN MAP BOOK 98 PAGE 39, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE NORTH 88°40'29" WEST 172.33 FEET TO THE NORTHWEST CORNER OF LOT 1, ANTHONY ESTATE; THENCE NORTH 89°44'59" WEST ALONG THE NORTH LINE OF FRED MARSHALL COURT 50.00 FEET TO A POINT; THENCE SOUTH 89°36'54" WEST 147.94 FEET TO A POINT; THENCE NORTH 00°01'51" EAST 1082.94 FEET TO A POINT ON THE SOUTH LINE OF LOT 13, KUFFSKIE COURT, AS RECORDED IN MAP BOOK 23 PAGE 15 OF SAID RECORDS; THENCE NORTH 89°59'26" EAST ALONG THE SOUTH LINE OF LOTS 13 AND 12 OF KUFFSKIE COURT AND THE EASTWARD PROJECTION THEREOF 336.15 FEET TO A POINT; THENCE SOUTH 00°08'29" WEST 200.00 FEET TO A POINT; THENCE NORTH 89°59'26" EAST 25.00 FEET TO A POINT; THENCE SOUTH 00°22'25" EAST 434.90 FEET TO A POINT; THENCE SOUTH 00°46'51" EAST 451.36 FEET TO THE POINT OF BEGINNING.

WHEREAS, the owner of said property applied for a Major Modification of the Planned Unit Development on **July 16, 2025**, to allow construction of a multi-family development with 50 dwelling units in multiple buildings on a single building site.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on **August 21, 2025**, and recommended approval of the Major Modification of the Planned Unit Development (PUD) subject to the following conditions:

1. Retention of the 25-foot front yard setback along Fred Marshall Court on the Final PUD Site Plan, adjusted for any required dedication resulting from the subdivision request;
2. Retention of the lot size in square feet on the Final PUD Site Plan, adjusted for any required dedication, or provision of a table with this information;
3. Labeling of each building with its size in square feet on the Final PUD Site Plan, or provision of a table with this information;
4. Retention of the illustrated 75-foot rear setback on the Final PUD Site Plan, noting that removal in the future would require re-subdivision;
5. Revision of the Final PUD Site Plan to illustrate compliance with the bicycle parking requirements of Article 3, Section 64-3-12.A.9. of the UDC, including minimum required quantity and location;

6. Revision of the site plan to depict a minimum 24-foot-wide drive aisle to the rear of the community building providing access to a dumpster enclosure, unless the site is reconfigured for one-way circulation requiring only 14-foot-wide aisles;
7. Retention of directional arrows illustrating on-site traffic circulation on the Final PUD Site Plan, updated as necessary to reflect any revisions to drive aisle widths;
8. Retention of a note on the Final PUD Site Plan stating that parking lot lighting will comply with the illumination standards of Section 64-3-9.C. of the UDC;
9. Provision of a note on the Final PUD Site Plan stating that the site will comply with the architectural design feature requirements of Article 3, Section 64-3-6 of the UDC, including at least one element from each applicable design category (Site Frontage, Building Form – Height, Building Form – Wall, Architectural Feature);
10. Provision of a note stating the proposed buildings will not exceed 50 feet in height, in compliance with Article 2, Section 64-2-7.E. of the UDC;
11. Verification and, if necessary, revision of the landscape area calculation (currently listed as 225,415± square feet) on the Final PUD Site Plan to ensure accuracy and consistency with the total site area;
12. Retention of a note on the Final PUD Site Plan stating that the site will comply with the tree planting requirements of Article 3, Section 64-3-7 of the UDC;
13. Retention of the note on the Final PUD Site Plan stating all dumpsters will comply with the enclosure and placement standards of Section 64-3-13.A.4. of the UDC;
14. Provision of a note stating any signage proposed for the site must be reviewed and permitted separately by the Planning and Zoning Department; illuminated signage must be installed by a licensed and bonded contractor and permitted through the Permitting Department;
15. Retention of the note on the Final PUD Site Plan stating that future development or redevelopment of the site may require additional modifications to the PUD, subject to approval by the Planning Commission and City Council;
16. Compliance with all Engineering comments noted in the staff report;
17. Compliance with all Traffic Engineering comments noted in the staff report;
18. Compliance with all Urban Forestry comments noted in the staff report;
19. Compliance with all Fire Department comments noted in the staff report;
20. 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 the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
21. 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 modification of the Planned Unit Development is hereby approved with the following required conditions:

1. Retention of the 25-foot front yard setback along Fred Marshall Court on the Final PUD Site Plan, adjusted for any required dedication resulting from the subdivision request;
2. Retention of the lot size in square feet on the Final PUD Site Plan, adjusted for any required dedication, or provision of a table with this information;
3. Labeling of each building with its size in square feet on the Final PUD Site Plan, or provision of a table with this information;
4. Retention of the illustrated 75-foot rear setback on the Final PUD Site Plan, noting that removal in the future would require re-subdivision;
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8. Retention of a note on the Final PUD Site Plan stating that parking lot lighting will comply with the illumination standards of Section 64-3-9.C. of the UDC;
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10. Provision of a note stating the proposed buildings will not exceed 50 feet in height, in compliance with Article 2, Section 64-2-7.E. of the UDC;
11. Verification and, if necessary, revision of the landscape area calculation (currently listed as 225,415± square feet) on the Final PUD Site Plan to ensure accuracy and consistency with the total site area;
12. Retention of a note on the Final PUD Site Plan stating that the site will comply with the tree planting requirements of Article 3, Section 64-3-7 of the UDC;
13. Retention of the note on the Final PUD Site Plan stating all dumpsters will comply with the enclosure and placement standards of Section 64-3-13.A.4. of the UDC;
14. Provision of a note stating any signage proposed for the site must be reviewed and permitted separately by the Planning and Zoning Department; illuminated signage must

- be installed by a licensed and bonded contractor and permitted through the Permitting Department;
15. Retention of the note on the Final PUD Site Plan stating that future development or redevelopment of the site may require additional modifications to the PUD, subject to approval by the Planning Commission and City Council;
 16. Compliance with all Engineering comments noted in the staff report;
 17. Compliance with all Traffic Engineering comments noted in the staff report;
 18. Compliance with all Urban Forestry comments noted in the staff report;
 19. Compliance with all Fire Department comments noted in the staff report;
 20. 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 the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
 21. 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

Chris Pfeiffer
24/7 Development Partners of Alabama, LLC
4350 Moffett Road
Council District 1
Cory Penn



THE CITY OF MOBILE, AL
Planning & Zoning Department

MOBILE CITY PLANNING COMMISSION

September 3, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on **August 21, 2025**, considered the request of **Chris Pfeiffer, 24/7 Development Partners of Alabama, LLC**, for a Major Modification of a previously approved Planned Unit Development (PUD) allowing multiple buildings on a single building site, to allow construction of a multi-family development with 50 dwelling units in multiple buildings on a single building site, for the property located at **4350 Moffet Road**.

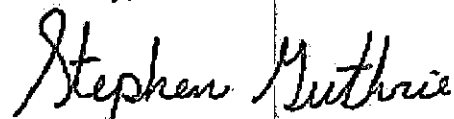
After discussion it was decided to recommend approval of the modification request to the City Council subject to the following conditions:

1. Retention of the 25-foot front yard setback along Fred Marshall Court on the Final PUD Site Plan, adjusted for any required dedication resulting from the subdivision request;
2. Retention of the lot size in square feet on the Final PUD Site Plan, adjusted for any required dedication, or provision of a table with this information;
3. Labeling of each building with its size in square feet on the Final PUD Site Plan, or provision of a table with this information;
4. Retention of the illustrated 75-foot rear setback on the Final PUD Site Plan, noting that removal in the future would require re-subdivision;
5. Revision of the Final PUD Site Plan to illustrate compliance with the bicycle parking requirements of Article 3, Section 64-3-12.A.9. of the UDC, including minimum required quantity and location;
6. Revision of the site plan to depict a minimum 24-foot-wide drive aisle to the rear of the community building providing access to a dumpster enclosure, unless the site is reconfigured for one-way circulation requiring only 14-foot-wide aisles;
7. Retention of directional arrows illustrating on-site traffic circulation on the Final PUD Site Plan, updated as necessary to reflect any revisions to drive aisle widths;

8. Retention of a note on the Final PUD Site Plan stating that parking lot lighting will comply with the illumination standards of Section 64-3-9.C. of the UDC;
9. Provision of a note on the Final PUD Site Plan stating that the site will comply with the architectural design feature requirements of Article 3, Section 64-3-6 of the UDC, including at least one element from each applicable design category (Site Frontage, Building Form – Height, Building Form – Wall, Architectural Feature);
10. Provision of a note stating the proposed buildings will not exceed 50 feet in height, in compliance with Article 2, Section 64-2-7.E. of the UDC;
11. Verification and, if necessary, revision of the landscape area calculation (currently listed as 225,415± square feet) on the Final PUD Site Plan to ensure accuracy and consistency with the total site area;
12. Retention of a note on the Final PUD Site Plan stating that the site will comply with the tree planting requirements of Article 3, Section 64-3-7 of the UDC;
13. Retention of the note on the Final PUD Site Plan stating all dumpsters will comply with the enclosure and placement standards of Section 64-3-13.A.4. of the UDC;
14. Provision of a note stating any signage proposed for the site must be reviewed and permitted separately by the Planning and Zoning Department; illuminated signage must be installed by a licensed and bonded contractor and permitted through the Permitting Department;
15. Retention of the note on the Final PUD Site Plan stating that future development or redevelopment of the site may require additional modifications to the PUD, subject to approval by the Planning Commission and City Council;
16. Compliance with all Engineering comments noted in the staff report;
17. Compliance with all Traffic Engineering comments noted in the staff report;
18. Compliance with all Urban Forestry comments noted in the staff report;
19. Compliance with all Fire Department comments noted in the staff report;
20. 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 the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
21. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,



Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

August 25, 2025

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

Re: 4350 Moffet Road
MOD-003418-2025
Fred Marshall Court Subdivision
Kari Givens, Byrd Surveying, Inc.
District 1

Major Modification of a previously approved Planned Unit Development allowing multiple buildings on a single building site, to allow construction of a multi-family development with 50 dwelling units in multiple buildings on a single building site.

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

At its meeting on August 21, 2025, the Planning Commission considered the above referenced application.

After discussion the Planning Commission determined the following Findings of Fact to support modification of the previously approved Planned Unit Development:

- 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. Having considered the applicable factors, 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.

As such, the Planning Commission voted to recommend approval of the Major Planned Unit Development Modification to the City Council, subject to the following conditions:

1. Retention of the 25-foot front yard setback along Fred Marshall Court on the Final PUD Site Plan, adjusted for any required dedication resulting from the subdivision request;
2. Retention of the lot size in square feet on the Final PUD Site Plan, adjusted for any required dedication, or provision of a table with this information;
3. Labeling of each building with its size in square feet on the Final PUD Site Plan, or provision of a table with this information;
4. Retention of the illustrated 75-foot rear setback on the Final PUD Site Plan, noting that removal in the future would require re-subdivision;
5. Revision of the Final PUD Site Plan to illustrate compliance with the bicycle parking requirements of Article 3, Section 64-3-12.A.9. of the UDC, including minimum required quantity and location;
6. Revision of the site plan to depict a minimum 24-foot-wide drive aisle to the rear of the community building providing access to a dumpster enclosure, unless the site is reconfigured for one-way circulation requiring only 14-foot-wide aisles;
7. Retention of directional arrows illustrating on-site traffic circulation on the Final PUD Site Plan, updated as necessary to reflect any revisions to drive aisle widths;
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16. Compliance with all Engineering comments noted in the staff report;
17. Compliance with all Traffic Engineering comments noted in the staff report;
18. Compliance with all Urban Forestry comments noted in the staff report;
19. Compliance with all Fire Department comments noted in the staff report;

MOD-003418-2025 4350 Moffet Road
August 25, 2025

20. 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 the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
21. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is **\$962.16**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

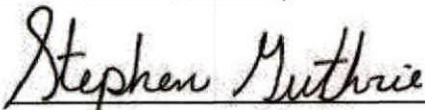
If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By:



Stephen Guthrie

Deputy Director of Planning and Zoning

Re: MOD-003318-2025

From shirley short <shirley_short@bellsouth.net>

Date Wed 8/13/2025 12:55 PM

To Anderson, Logan <dlogananderson@cityofmobile.org>

You don't often get email from shirley_short@bellsouth.net. [Learn why this is important](#)

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

I will refer you to my email of May 9, 2025 in which I gave my reasonable objections to the proposed subdivision at 4350 Moffett Road, Mobile, Alabama 36618, My objections will be the same ones that I previously pointed out in my email of that date. Please note them to all responsible. We register our opinion for no changes please.

Shirley Robert Short Brown
4364 Moffett Road
Mobile, Alabama 36618
251-348-4677

On Monday, May 12, 2025 at 01:21:19 PM CDT, shirley short <shirley_short@bellsouth.net> wrote:

I will be out of town or I would certainly be interested in attending the meeting. Thank you for your response.

On Monday, May 12, 2025 at 11:27:55 AM CDT, Anderson, Logan <dlogananderson@cityofmobile.org> wrote:

Thank you for your comments. They will be provided to the Planning Commission prior to the meeting on **Thursday, May 15th**.

- **If you wish to speak:** The meeting will be held in person at Government Plaza. Please note that only 4 people may speak in favor of an application and 4 in opposition to an application. Each speaker has 5 minutes to make their presentation.
- **Watch the meeting:** The meeting will be live streamed on Thursday at 2 PM on the city's website at <https://www.cityofmobile.org/government/city-council/livestream/>

Or here: <https://www.youtube.com/channel/UCdLrEwf3ewSNmCNm21fVfNg/live>

Regards,

Logan Anderson
Principal Planner
Planning & Zoning



dlogananderson@cityofmobile.org
(251) 208-5895 main

From: shirley short <shirley_short@bellsouth.net>
Sent: Friday, May 9, 2025 5:37 PM
To: Planning <planning@cityofmobile.org>
Subject: MOD-003318-2025

Some people who received this message don't often get email from shirley_short@bellsouth.net. [Learn why this is important](#)

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

As an adjacent property owner to 4350 Moffett Road I do have an opinion about the multi-family development being considered next door to me. We already have our quota of children in the neighborhood which quota is fed by Forest Hill Elementary School and Scarborough Middle School. I do not dislike children but when there is disrespect of property shown by them, it is not a good thing. I am opposing a multi-family arrangement.

We had problems with children when St. Mary's home was in the location next door and those were only a few children. More problems came when Scarborough Middle School was built.

Because we have property surrounding us we have pleasant living conditions. My husband and I do not approve of any changes requested and based on the information I have received there would be no benefit to the neighborhood in the future because of it.

Over loading a community increases the opportunity for crime, criminals love that and we should all be concerned about that.

And speaking of over loading what's to become of traffic entering and exiting into and away from Moffett Road. As it stands today I can hardly get out of my driveway onto Moffett Road now.

Please reconsider this poorly construed plan to build dwellings in this location. (For the sake of the neighborhood and the present residents.)

Shirley Roberts Short Brown
4364 Moffett Road
Mobile, Alabama 36618

Re: MOD-003318-2025

From shirley short <shirley_short@bellsouth.net>

Date Wed 8/13/2025 12:55 PM

To Anderson, Logan <dlogananderson@cityofmobile.org>

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4364 Moffett Road
Mobile, Alabama 36618
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Or here: <https://www.youtube.com/channel/UCdLrEwf3ewSNmCNm21fVfNg/live>

Regards,

Logan Anderson
Principal Planner
Planning & Zoning



dlogananderson@cityofmobile.org
(251) 208-5895 main

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Sent: Friday, May 9, 2025 5:37 PM
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Please reconsider this poorly construed plan to build dwellings in this location. (For the sake of the neighborhood and the present residents.)

Shirley Roberts Short Brown
4364 Moffett Road
Mobile, Alabama 36618

MOBILE CITY PLANNING COMMISSION

July 22, 2025

PUBLIC HEARING NOTICE



Re: 4350 Moffet Road
MOD-003418-2025
Fred Marshall Court Subdivision
District 1

Major Modification of a previously approved Planned Unit Development allowing multiple buildings on a single building site, to allow all construction of a multi-family development with 50 dwelling units in multiple buildings on a single building site.

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, August 21, 2025, 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, August 20, 2025, 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

July 22, 2025

PUBLIC HEARING NOTICE



Re: 4350 Moffet Road
MOD-003418-2025
Fred Marshall Court Subdivision
District 1
Major Modification of a previously approved Planned Unit Development allowing multiple buildings on a single building site, to allow all construction of a multi-family development with 50 dwelling units in multiple buildings on a single building site.

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, August 21, 2025, at 2:00 p.m., to consider the above referenced application.

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

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

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, August 20, 2025, to allow adequate time for the Commission members to review the information.

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

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



City of Mobile • Planning & Zoning 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

☐ Planned Development

Checklist C

☐ Rezoning, Text Amendment, or Specific Area Plan Amendments

Checklist B

☒ Previously approved Planning Approvals or Planned Unit Development

Checklist D

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

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

	Applicant	Agent (If Applicable)
Name:	KARI GIVENS	
Firm:	BYRD SURVEYING	
Phone:	[REDACTED]	
Email:	[REDACTED]	
Address:	[REDACTED]	

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

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

Revised February 2023

	Owner	Design Professional
Name:	CHRIS PFEIFFER	
Firm:	24/7 DEVELOPMENT PARTNERS OF ALABAMA	
Phone:		
Email:		
Address:		

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

4350 MOFFETT ROAD

8.937 ACRES

Property Address

Property Area (acres or square feet)

KEY #00429511

Parcel Number(s) or Key Number(s)

R-3

R-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.

Christopher Pfeiffer
Owner Signature

7/14/25

Date

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

7/14/25
Date

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

Kari P. Given
Applicant or Agent Signature

7/14/25
Date

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

Revised February 2023.

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

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

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

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

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

THE PROPERTY IS CURRENTLY ZONED R-3 AND OUR PROPOSAL CONFORMS TO THE R-3 REQUIREMENTS

LOW DENSITY RESIDENTIAL

Future Land Use Map (FLUM) Designation

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

THIS PROPOSAL IS FOR SINGLE FAMILY HOUSING UNITS WITH 6 UNITS PER BUILDING. THERE IS VACANT LAND ADJOINING THE WEST LINE AND RESIDENTIAL HOUSING ADJOINING THE NORTH AND EAST LINES. THERE IS A MASONIC LODGE ADJOINING THE SOUTH LINE AND RESIDENTIAL HOUSING ALSO ADJOINS THE SOUTH LINE.

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

THIS PROPOSAL WILL NOT IMPACT THE DEVELOPMENT OR IMPROVEMENT OF THE ADJOINING PROPERTIES.

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

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

☒ Yes ☐ No

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

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

Revised February 2023

6. Please provide the following information:

- ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)
EXISTING BUILDINGS WILL BE REMOVED. NEW STRUCTURES WILL BE 26 FEET TALL.

- ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)
EXISTING TREES ALONG PROPERTY LINES WILL REMAIN. WE PROPOSE A 75 FOOT VEGETATIVE BUFFER ALONG THE NORTH LINE.

- ☐ Lighting:
PER CITY ORDINANCE

- ☐ Hours of operation:

- ☐ 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. THIS DEVELOPMENT WILL NOT HAVE ANY OF THE ITEMS LISTED AND WILL BE COMPARABLE TO ANY RESIDENTIAL SUBDIVISION.

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

THIS DEVELOPMENT WILL PROVIDE THE SENIOR CITIZENS OF MOBILE AN OPPORTUNITY TO LIVE IN A MODERN RESIDENTIAL HOUSING AREA.

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



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.

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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

☐ **Planned Development**

Checklist C

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

Checklist B

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

Checklist D

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

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

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

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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Revised February 2023

	Owner	Design Professional
Name:	CHRIS PFEIFFER	
Firm:	24/7 DEVELOPMENT PARTNERS OF ALABAMA	
Phone:	251-648-0524	
Email:		
Address:	3 SCHWAEMMLE DRIVE, MOBILE 36608	

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

4350 MOFFETT ROAD

8.937 ACRES

Property Address

KEY #00429511

Property Area (acres or square feet)

Parcel Number(s) or Key Number(s)

R-3

R-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.

Christopher Pfeiffer
Owner Signature

7/14/25

Date

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

7/14/25
Date

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

Kari P. Given
Applicant or Agent Signature

7/14/25
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 - 4 pm

Revised February 2023

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

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

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

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

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

THE PROPERTY IS CURRENTLY ZONED R-3 AND OUR PROPOSAL CONFORMS TO THE R-3 REQUIREMENTS

LOW DENSITY RESIDENTIAL

Future Land Use Map (FLUM) Designation

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

THIS PROPOSAL IS FOR SINGLE FAMILY HOUSING UNITS WITH 6 UNITS PER BUILDING. THERE IS VACANT LAND ADJOINING THE WEST LINE AND RESIDENTIAL HOUSING ADJOINING THE NORTH AND EAST LINES. THERE IS A MASONIC LODGE ADJOINING THE SOUTH LINE AND RESIDENTIAL HOUSING ALSO ADJOINS THE SOUTH LINE.

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

THIS PROPOSAL WILL NOT IMPACT THE DEVELOPMENT OR IMPROVEMENT OF THE ADJOINING PROPERTIES.

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

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

☒ Yes ☐ No

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6. Please provide the following information:

☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)
EXISTING BUILDINGS WILL BE REMOVED. NEW STRUCTURES WILL BE 26 FEET TALL.

☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)
EXISTING TREES ALONG PROPERTY LINES WILL REMAIN. WE PROPOSE A 75 FOOT VEGETATIVE BUFFER ALONG THE NORTH LINE.

☐ Lighting:
PER CITY ORDINANCE

☐ Hours of operation:

☐ 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.
THIS DEVELOPMENT WILL NOT HAVE ANY OF THE ITEMS LISTED AND WILL BE COMPARABLE TO ANY RESIDENTIAL SUBDIVISION.

8. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.
THIS DEVELOPMENT WILL PROVIDE THE SENIOR CITIZENS OF MOBILE AN OPPORTUNITY TO LIVE IN A MODERN RESIDENTIAL HOUSING AREA.

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



Corporate Letter of Authorization

I, CHRIS PFEIFFER, 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 24/7 DEVELOPMENT PARTNERS OF ALA, a corporation for the property located within the city limits of Mobile, Alabama at 4350 MOFFETT ROAD.

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

BYRD SURVEYING

Designee (1)

Email

Phone Number

Designee (2)

Email

Phone Number

Christopher Pfeiffer
Signature of Company Owner

7/14/25

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

Revised February 2022



City of Mobile • Planning & Zoning
Corporate Letter of Authorization

I, CHRIS PFEIFFER, 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 24/7 DEVELOPMENT PARTNERS OF ALA, a corporation for the property located within the city limits of Mobile, Alabama at 4350 MOFFETT ROAD.

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BYRD SURVEYING

Designee (1)

byrd@byrdsurveying.biz

Email

251-476-5010

Phone Number

Designee (2)

Email

Phone Number

Christopher Pfeiffer
Signature of Company Owner

7/14/25

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

Revised February 2022

Re: 24/7 Development Partners of Alabama, LLC (MOD-003418-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>
Date Wed 7/16/2025 2:53 PM
To jerry <jerry@byrdsurveying.biz>
Cc Karapetyan, Marine <marine.karapetyan@cityofmobile.org>; Aamothe, Victoria <victoria.aamothe@cityofmobile.org>; kari <kari@byrdsurveying.biz>

My Apologies,

I failed to mention the DWG file. If you have not already done so, please send to Marine and Tori (copied to this email).

Thank You,
Logan Anderson
Principal Planner
Planning & Zoning

dlogananderson@cityofmobile.org
(251) 208-5895 main

From: Anderson, Logan <dlogananderson@cityofmobile.org>
Sent: Wednesday, July 16, 2025 2:47 PM
To: jerry <jerry@byrdsurveying.biz>
Cc: Karapetyan, Marine <marine.karapetyan@cityofmobile.org>; Aamothe, Victoria <victoria.aamothe@cityofmobile.org>; kari <kari@byrdsurveying.biz>
Subject: 24/7 Development Partners of Alabama, LLC (MOD-003418-2025)

Good afternoon,

We have completed our review of the above-referenced application for a Major Modification to a previously approved Planned Unit Development and determined that it is **partially complete**.

An invoice for the application fees has been issued. Once payment is received, the application will be placed on the appropriate Planning Commission agenda. However, **please provide a legal description in Microsoft Word or other comparable format** of the subject property in order to accurately calculate the City Council advertising fees.

Following the Planning Commission's recommendation, this legal description must be submitted to the Planning and Zoning Department **before** the application can proceed to the City Council for final consideration.

If application fees are paid **by noon on July 21, 2025**, the application will be scheduled for the **August 21, 2025**, Planning Commission agenda.

IMPORTANT

The City of Mobile Planning and Zoning Department will **never request payment via wire transfer** or any other suspicious method. If you receive any questionable communication claiming to be from our department, please report it immediately to: planning@cityofmobile.org.

If you have any questions or need further assistance, please don't hesitate to reach out.

Logan Anderson

Principal Planner

Planning & Zoning



dlogananderson@cityofmobile.org

(251) 208-5895 main

LEGAL DESCRIPTION

BEGINNING AT THE NORTHEAST CORNER OF LOT 2, ANTHONY ESTATE, AS RECORDED IN MAP BOOK 98 PAGE 39, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE NORTH 88°40'29" WEST 172.33 FEET TO THE NORTHWEST CORNER OF LOT 1, ANTHONY ESTATE; THENCE NORTH 89°44'59" WEST ALONG THE NORTH LINE OF FRED MARSHALL COURT 50.00 FEET TO A POINT; THENCE SOUTH 89°36'54" WEST 147.94 FEET TO A POINT; THENCE NORTH 00°01'51" EAST 1082.94 FEET TO A POINT ON THE SOUTH LINE OF LOT 13, KUFFSKIE COURT, AS RECORDED IN MAP BOOK 23 PAGE 15 OF SAID RECORDS; THENCE NORTH 89°59'26" EAST ALONG THE SOUTH LINE OF LOTS 13 AND 12 OF KUFFSKIE COURT AND THE EASTWARD PROJECTION THEREOF 336.15 FEET TO A POINT; THENCE SOUTH 00°08'29" WEST 200.00 FEET TO A POINT; THENCE NORTH 89°59'26" EAST 25.00 FEET TO A POINT; THENCE SOUTH 00°22'25" EAST 434.90 FEET TO A POINT; THENCE SOUTH 00°46'51" EAST 451.36 FEET TO THE POINT OF BEGINNING.

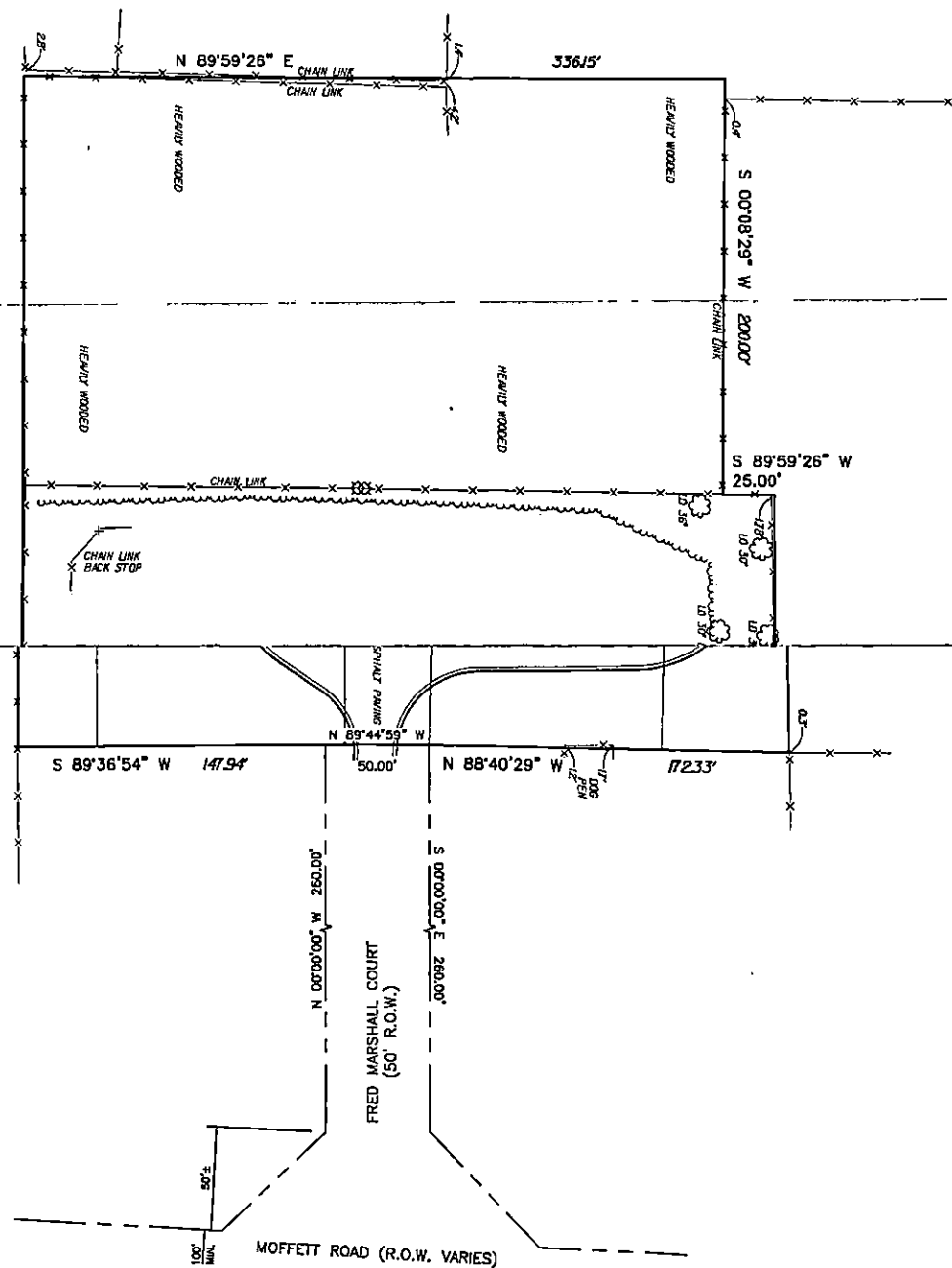


EXHIBIT SHOWING EXISTING CONDITIONS 4350 MOFFETT ROAD

SMITH CLARK & ASSOCIATES OF MOBILE, D.B.A.
BYRD SURVEYING

2609 HALLS MILL ROAD MOBILE, ALABAMA
(251) 476-5010 BYRD@BYRDSURVEYING.BIZ
SCALE: 1" = 40' JULY 16, 2025
25BSO90

NARRATIVE FOR THE SUBDIVISION AND PUD MODIFICATION FOR
FRED MARSHALL COURT, 4350 MOFFETT ROAD

THE SUBDIVISION AND PUD MODIFICATION FOR THIS PROPERTY APPEARED BEFORE THE PLANNING COMMISSION ON MAY 15, 2025, AND WAS APPROVED WITH CONDITIONS.

AT THE TIME OF SUBMITTAL AND AT THE MEETING THE APPLICATIONS WERE PRESENTED AS OWNING THE 50' DRIVE FROM MOFFETT ROAD NORTHWARDLY TO THE "BUILDABLE" PORTION OF THE PROPERTY BUT THIS WAS IN ERROR. THE BISHOP OF MOBILE, A PREVIOUS OWNER, HAD CONVEYED THE ENTRANCE DRIVE (50' x 320') TO THE COUNTY OF MOBILE ON JULY 18, 1962, AND THROUGH ANNEXATION, THE STREET BECAME PART OF THE MOBILE CITY STREET SYSTEM.

LOT 1, THAT WE SHOW ON THE SUBDIVISION PLAT, HAS USED THIS STREET AS ACCESS TO MOFFETT ROAD FOR THE LAST 63 YEARS.

Byrd Surveying

2609 Halls Mill Road
Mobile, AL 36606

Annie M. Turner
1621 Kuffskie Lane
Mobile, AL 36618

Jordan Investments, LLC
P. O. Box 7718
Mobile, AL 36670

Kristy Singleton
1519 Kuffskie Lane
Mobile, AL 36618

Everett & Barbara Singleton
855 Kuffskie Lane
Mobile, AL 36618

Cindy C. Smith
4330 Moffett Road
Mobile, AL 36618

Toulmin Lodge #875 AF & AM
c/o Earl L. Roberts
P. O. Box 180213
Mobile, AL 36618

Claude E. Tagert, Jr.
1625 Kuffskie Lane
Mobile, AL 36618

Brian & Printella Jackson
2356 Marigold Loop E.
Semmes, AL 36575

James & Linda Markham
4213 Parliament Avenue
Mobile, AL 36618

**24/7 Development Partners of
Alabama, LLC**

3 Schwaemmle Drive
Mobile, AL 36608

Renea & Tyrone Grayson
1619 Kuffskie Lane
Mobile, AL 36618

Willie R. Robinson, III
1549 Kuffskie Lane
Mobile, AL 36618

Ramona Gardner
1515 Kuffskie Lane
Mobile, AL 36618

Michelle N. Kyser
853 Kuffskie Lane
Mobile, AL 36618

Flame L. Singleton
4309 Moffett Road
Mobile, AL 36618

Shirley R. Short
4364 Moffett Road
Mobile, AL 36618

Carlos Hughes
50 Cooley Street
Mobile, AL 36607

James L. Palmer
Attn: Kateland V. Shorey
6001 Timberly Road S.
Mobile, AL 36609

Vincent D. Gable
4212 Buckingham Avenue
Mobile, AL 36618

India Oakley
871 Kuffskie Lane
Mobile, AL 36618

Mann Corp
7301 Howells Ferry Road
Mobile, AL 36618

Tracy Baxter
2603 Michael C. Cleveland Ct.
Eight Mile, AL 36613

Tameka Reed
859 Kuffskie Lane
Mobile, AL 36618

Debbie A. Matthews
4320 Moffett Road
Mobile, AL 36618

Zoila Adams & Luz Davison
8170 Wards Lane
Semmes, AL 36575

Joann R. Clark
1651 Kuffskie Court
Mobile, AL 36618

Casey Dickinson
4216 Chesterfield Drive N.
Mobile, AL 36618

Zachary Cotton
4212 Parliament Avenue
Mobile, AL 36618

Carvin G. Ely
4213 Buckingham Avenue
Mobile, AL 36618

Jennifer Wright
282 Dogwood Drive
Citronelle, AL 36522

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

Delores Bliss
c/o Melinda Bliss
8950 Jeff Hamilton Road
Mobile, AL 36695

Tony & Gloria Lewis
6751 Moffett Road
Mobile, AL 36618

Shantora D. Hudson
1629 Kuffskie Lane
Mobile, AL 36618

Lenzie George & Rosalyn Chambliss
4313 Eastview Drive
Mobile, AL 36618

Katherine Arnold
1624 Ridgeland Road W.
Mobile, AL 36695

Tymon D. Wallace
4359 Eastview Drive
Mobile, AL 36618

Samantha Westbrook
1505 Tarreyton Drive
Mobile, AL 36618

Shedrick C. Adams
4300 Moffett Road
Mobile, AL 36618

Estate of Robert Rhinehart
3182 Farmington Drive SE.
Atlanta, GA 30339

Andrea Bobe
1624 Phillips Lane
Mobile, AL 36618

Thomas & Patricia Clarke
4305 Eastview Drive
Mobile, AL 36618

Anthony Knox
P. O. Box 16844
Mobile, AL 36616

Allen Caster, Jr.
1655 Kuffskie Court
Mobile, AL 36618

Robert J. Chambers
4375 Eastview Drive
Mobile, AL 36618

Rosalind F. Chambers
1501 Tarreyton Drive
Mobile, AL 36618

Tina Durham
6716 Ridgeland Road S.
Mobile, AL 36695

Russell L. Hoover
3938 Leroy Stevens Road
Mobile, AL 36619

Robert & Bernadette Harrison
4405 Eastview Drive
Mobile, AL 36618

Garland & Ladresta Montgomery, Jr.
4309 Eastview Drive
Mobile, AL 36618

Edward H. Antone, Jr.
1616 Raleigh Court
Mobile, AL 36616

Rosalyn C. White
4355 Eastview Drive
Mobile, AL 36618



Agenda Item # 9

SUB-003417-2025 & MOD-003418-2025

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:

4350 Moffett Road

Applicant / Agent:

Kari Givens, Byrd Surveying, Inc.

Property Owner:

Chris Pfeiffer, 24/7 Development Partners of Alabama, LLC

Current Zoning:

R-3, Multi-Family Residential Suburban District

Future Land Use:

Low Density Residential

Applicable Codes, Policies, and Plans:

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

Schedule for Development:

- N/A

Proposal:

- Subdivision approval to create one (1) legal lot of record
- Modification of a previously approved Planned Unit Development

Considerations:

1. Subdivision proposal with nine (9) conditions; and
2. Modification of a previously approved Planned Unit Development with twenty-one (21) conditions.

Report Contents:

	Page
Context Map	2
Site History	3
Staff Comments	3
Commission Considerations	7
Exhibits	10

PLANNING COMMISSION **VICINITY MAP - EXISTING AERIAL**



The site is surrounded by residential units.

APPLICATION NUMBER	9	DATE	August 21, 2025
APPLICANT	Fred Marshall Court Subdivision		
REQUEST	Subdivision, PUD Modification		


 NTS

SITE HISTORY

The site was approved as a non-conforming lot of record in 1998. That same year, in June, an Administrative Planned Unit Development (PUD) was approved to allow construction of multiple buildings on a single building site for use as a residential treatment and alternative education facility for children under 18. Administrative amendments to the PUD were approved in November 1999.

In May 2011, the Board of Zoning Adjustment approved a Use Variance to allow use of a separate building on the property as transitional housing for unhoused youth between the ages of 18 and 21.

Most recently, at its May 15, 2025, meeting, the Planning Commission tentatively approved a one-lot subdivision of the site and a Major Modification to the previously approved PUD to allow a multi-family development consisting of 50 dwelling units in multiple buildings on a single building site.

STAFF COMMENTS

Engineering Comments:

Subdivision

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

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

Planned Unit Development Modification

1. Retain NOTES #1 - #7, as shown on the PUD MODIFICATION drawing.

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

All projects located within the City Limits of Mobile shall comply with the provisions of the City of Mobile Fire Code Ordinance, which adopts the 2021 edition of the *International Fire Code (IFC)*.

Fire apparatus access roads shall be provided to within 150 feet of all non-sprinklered commercial buildings and within 300 feet of all sprinklered commercial buildings, as measured along an approved route around the exterior of the facility.

An approved fire water supply capable of meeting the requirements set forth in *Appendices B and C* of the 2021 IFC shall be provided for all commercial buildings.

Fire hydrant placement shall comply with the following minimum standards:

- Within 400 feet of non-sprinklered commercial buildings
- Within 600 feet of sprinklered commercial buildings
- Within 100 feet of fire department connections (FDCs) serving standpipe or sprinkler systems

Although the *International Residential Code (IRC)* functions as a stand-alone document for the construction of one- and two-family dwellings and townhouses, it does not govern the design or layout of emergency access or community-level fire protection infrastructure. Therefore, residential developments must also comply with the applicable requirements of the *International Fire Code*, including, but not limited to, those listed above concerning the design, construction, regulation, and maintenance of fire apparatus access roads and fire protection water supplies.

Planning Comments:

Subdivision

As previously noted, the site was approved as a non-conforming lot of record in 1998; however, any redevelopment of the property must comply fully with current regulations, including the Subdivision Regulations. Accordingly, the subdivision request considered in May 2025 sought to create one legal lot of record from an existing metes-and-bounds parcel. The request was tentatively approved, contingent upon the rezoning of a portion of the property containing what had been considered a private drive—Fred Marshall Court—which provides access to the site from Moffett Road.

Since that time, the applicant has revised the subdivision plat to reflect the dedication of this segment of land for public maintenance. Although a deed describing the dedication was recorded in the Mobile County Probate Court in August 1962, it was not accounted for on recent parcel maps of the property. This application therefore serves to formally recognize the previously recorded dedication, thereby eliminating the need for rezoning.

Reference to the recorded deed dedicating Fred Marshall Court for public maintenance—such as its book and page number, instrument number, or other applicable recording information—should be provided on the Final Plat, if approved.

The site is served by public water and sanitary sewer.

The proposed lot has frontage on Fred Marshall Court, which may be considered a minor street with curb and gutter requiring a 50-foot-wide right-of-way. The preliminary plat depicts sufficient right-of-way, making additional dedication unnecessary.

The lot, as proposed, exceeds the minimum size requirements for lots served by public water and sanitary sewer in an R-3, Multi-Family Residential Suburban District, and is appropriately labeled with this information in square feet and acres on the preliminary plat, as required by Section 5.A.2(e)(4) of the Subdivision Regulations. This information should be retained on the Final Plat, if approved, adjusted for any required dedication; or the provision of a table on the Final Plat with the same information will suffice.

A 25-foot building setback line is illustrated along Fred Marshall Court, in compliance with Section 6.C.8. of the Subdivision Regulations and Article 2 Section 64-2-7.E. of the Unified Development Code (UDC) for lots in an R-3 Suburban zoning district. This information should be retained on the Final Plat, if approved, adjusted for any required dedication.

A 75-foot building setback line is illustrated along the rear property line, to the North. This is not a requirement of either the Subdivision Regulations or the UDC. As such, if approved, development of the property will be subject to a building setback at this location that is greater than what is required by current regulations. If the Final Plat is recorded with this setback, its removal in the future will require re-subdivision of the property to amend the plat.

Planned Unit Development Modification

The site plan depicts re-development of the property with a 50-unit apartment complex with ten (10) apartment buildings, a community building, and multiple dumpster pads. Each of the proposed apartment buildings contains five (5) dwelling units with a mixture of one (1), two (2), and three (3)-bedroom apartments. A detailed description of the request and all application materials are available at the link on Page 1 of this report.

The required 25-foot front yard setback is illustrated along Fred Marshall Court and should be retained on the Final PUD Site Plan, if approved, adjusted for any required dedication resulting from the subdivision request.

A 75-foot building setback is illustrated along the rear property line, which will serve as a residential buffer for the single-family dwellings to the North. No such buffer is proposed for the single-family dwellings to the East, or for the single-family residentially zoned property to the West; however, the Unified Development Code (UDC) does not require a residential buffer between residentially zoned properties, and it should be noted that the R-3, Multi-Family Residential Suburban District, is a residential zoning district.

The size of the lot is provided in square feet in a table on the site plan. This information should be retained on the Final PUD Site Plan, if approved, adjusted for any required dedication resulting from the subdivision request.

Table 64-3-12.1 of Article 3 of the UDC requires 1.5 off-street parking spaces per dwelling unit, thus the site requires 70 off-street parking spaces. A table on the site plan indicates there are 90 off-street parking spaces, each of which appears to meet the dimensional standards outlined in Table 64-3-12.2 of Article 3 of the UDC.

Curbing is illustrated where vehicles could extend beyond the proposed parking facilities, along with pedestrian walkways leading from each parking area to each of the proposed buildings.

No sidewalk is proposed along Fred Marshall Court. The existing frontage is already fully developed with roadway improvements, leaving minimal space to accommodate sidewalk construction.

Bicycle parking is not shown on the site plan or addressed in the parking table. The site plan should be revised to illustrate compliance with the bicycle parking standards of Article 3, Section 64-3-12.A.9. of the UDC, including required minimums and location specifications.

Two-way traffic circulation is proposed throughout the site, requiring 24-foot-wide drive aisles in accordance with Table 64-3-12.2 of Article 3 of the UDC. All proposed drive aisles meet this requirement, except for the aisle located to the rear of the community building, which provides access to a dumpster enclosure and is shown as only 20 feet wide. Therefore, the site plan should be revised to illustrate a minimum 24-foot-wide drive aisle at this location, unless the layout is reconfigured to accommodate one-way circulation, which would require a minimum aisle width of 14 feet.

Directional arrows illustrating traffic circulation are depicted on the site plan and should be retained on the Final PUD Site Plan, if approved. This information should be updated, as needed, to reflect any revisions to the drive aisle behind the community building.

Redevelopment of the site requires the provision of parking lot lighting, which must meet the illumination standards of Section 64-3-9.C. of the UDC. A note stating as much is provided on the site plan and should be retained on the Final PUD Site Plan, if approved. A photometric plan will be required at the time of permitting to verify the site will comply with these requirements.

No elevation drawings were provided as part of this application, but it should be noted that the proposed buildings 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) an Architectural Feature.

The narrative from the prior PUD modification stated that all buildings would not exceed 26 feet in height, but no height information was submitted with the current application. Therefore, it should be noted that the maximum height allowed in the R-3 Suburban District is 50 feet.

The size of each building should be labeled in square feet on a revised site plan, if approved. Alternatively, a table on the Final PUD Site Plan containing this information would suffice.

In addition to approval of the PUD modification, the applicant is seeking relief from the UDC to allow reduced landscape area. Based on the size of the property, Section 64-2-7.E. of the UDC requires 58,393± square feet (15%) of the site to be landscaped, 35,036± 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 planting a total of 225,415± square feet (56%) of landscaping, 20,113± square feet of which will be front landscape area (5% of the site and 33% of the required amount of front landscape area). No justification for this request was provided.

Although the proposed total landscape area may fulfill the general intent of the UDC landscaping requirements, the stated 225,415 square feet may be inaccurate, as this area exceeds five (5) acres and the total site area is approximately nine (9) acres. The applicant should verify and, if necessary, revise this calculation for inclusion on the Final PUD Site Plan.

Tree plantings are illustrated on the site plan, but compliance with Article 3 tree planting requirements cannot be confirmed. A note on the site plan states the development will comply with Section 64-3-7 of the UDC. This note should be retained on the Final PUD Site Plan, if approved. A detailed tree and landscape plan will be required at the time of permitting to confirm full compliance.

Pursuant to Article 2, Section 64-2-7.E. of the UDC, a minimum of 700 square feet of open space is required per dwelling unit within an R-3 Suburban District. For 50 dwelling units, 35,000 square feet of open space is required. The site appears to meet this requirement, based on the proposed 225,415± square feet of landscape area.

Multiple dumpster enclosures are illustrated and labeled on the site plan. A note indicating that all dumpsters must comply with the enclosure and placement standards of Section 64-3-13.A.4. of the UDC is included and should be retained on the Final PUD Site Plan, if approved.

No signage is illustrated or described in the submitted application materials. Any proposed signage must be reviewed and permitted separately by the Planning and Zoning Department. Illuminated signage must be designed and installed by a licensed and bonded sign contractor and will also require electrical permits from the Permitting Department.

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 is on the site plan and should be retained on the Final PUD Site Plan, if approved.

A revised Modified PUD 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) of the UDC.

SUBDIVISION CONSIDERATIONS

Standards of Review:

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

Considerations:

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

1. Placement of a reference on the Final Plat to the recorded deed dedicating Fred Marshall Court for public maintenance (e.g., book and page number, instrument number, etc.);
2. Retention of the 50-foot-wide right-of-way along Fred Marshall Court;
3. Retention of the lot size label in both square feet and acres, or provision of a table on the Final Plat with the same information;
4. Retention of the 25-foot minimum front yard setback line along Fred Marshall Court, in compliance with Section 6.C.8. of the Subdivision Regulations and Article 2 Section 64-2-7.E. of the Unified Development Code;
5. Retention of the illustrated 75-foot rear setback line, if the applicant intends to exceed minimum setback requirements, with the understanding that its removal in the future will require re-subdivision of the property;
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; and,
9. Compliance with all Fire Department comments noted in this staff report.

PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in Section 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.

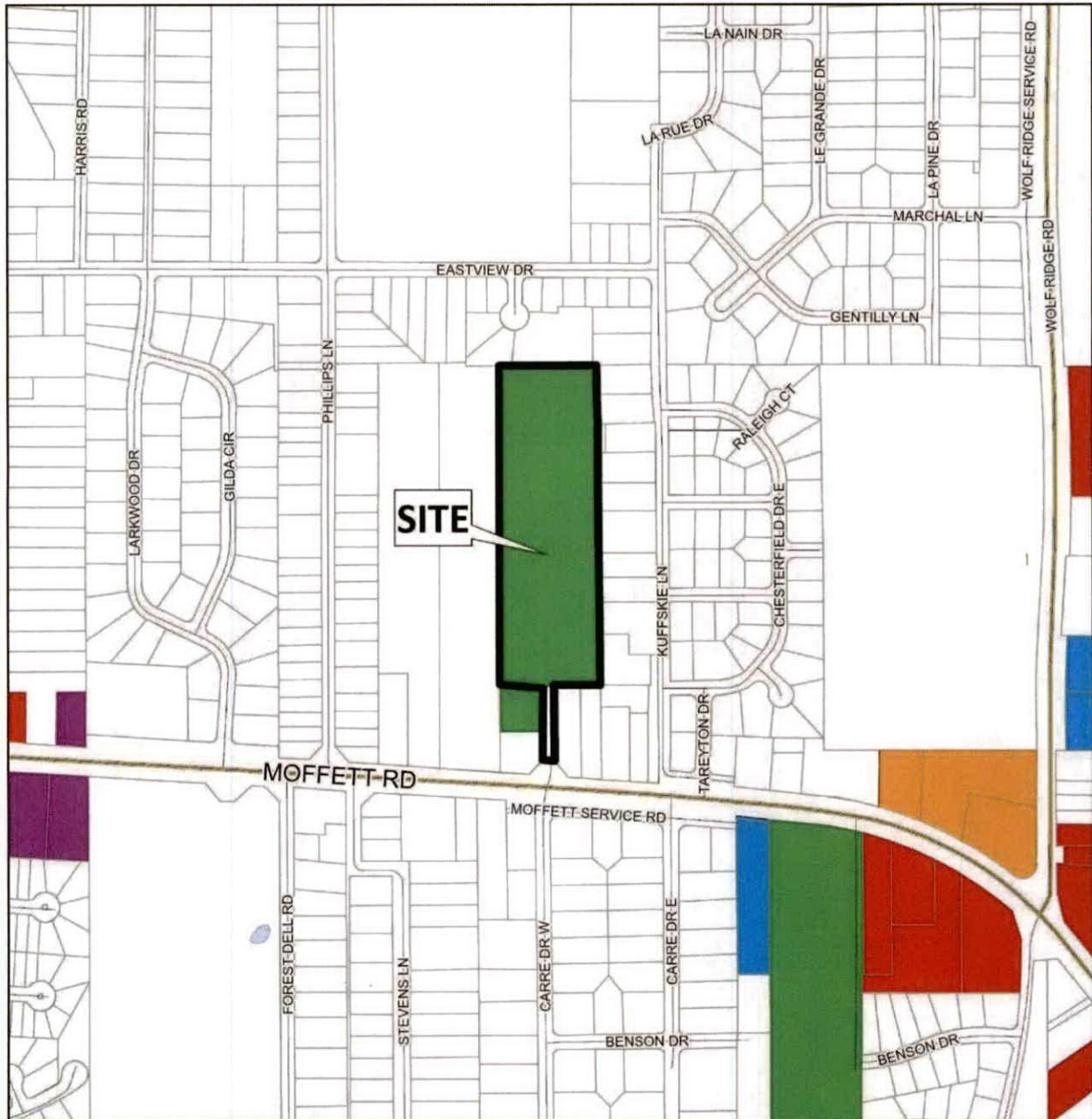
Considerations:

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

1. Retention of the 25-foot front yard setback along Fred Marshall Court on the Final PUD Site Plan, adjusted for any required dedication resulting from the subdivision request;
2. Retention of the lot size in square feet on the Final PUD Site Plan, adjusted for any required dedication, or provision of a table with this information;
3. Labeling of each building with its size in square feet on the Final PUD Site Plan, or provision of a table with this information;
4. Retention of the illustrated 75-foot rear setback on the Final PUD Site Plan, noting that removal in the future would require re-subdivision;
5. Revision of the Final PUD Site Plan to illustrate compliance with the bicycle parking requirements of Article 3, Section 64-3-12.A.9. of the UDC, including minimum required quantity and location;
6. Revision of the site plan to depict a minimum 24-foot-wide drive aisle to the rear of the community building providing access to a dumpster enclosure, unless the site is reconfigured for one-way circulation requiring only 14-foot-wide aisles;
7. Retention of directional arrows illustrating on-site traffic circulation on the Final PUD Site Plan, updated as necessary to reflect any revisions to drive aisle widths;

8. Retention of a note on the Final PUD Site Plan stating that parking lot lighting will comply with the illumination standards of Section 64-3-9.C. of the UDC;
9. Provision of a note on the Final PUD Site Plan stating that the site will comply with the architectural design feature requirements of Article 3, Section 64-3-6 of the UDC, including at least one element from each applicable design category (Site Frontage, Building Form – Height, Building Form – Wall, Architectural Feature);
10. Provision of a note stating the proposed buildings will not exceed 50 feet in height, in compliance with Article 2, Section 64-2-7.E. of the UDC;
11. Verification and, if necessary, revision of the landscape area calculation (currently listed as 225,415± square feet) on the Final PUD Site Plan to ensure accuracy and consistency with the total site area;
12. Retention of a note on the Final PUD Site Plan stating that the site will comply with the tree planting requirements of Article 3, Section 64-3-7 of the UDC;
13. Retention of the note on the Final PUD Site Plan stating all dumpsters will comply with the enclosure and placement standards of Section 64-3-13.A.4. of the UDC;
14. Provision of a note stating any signage proposed for the site must be reviewed and permitted separately by the Planning and Zoning Department; illuminated signage must be installed by a licensed and bonded contractor and permitted through the Permitting Department;
15. Retention of the note on the Final PUD Site Plan stating that future development or redevelopment of the site may require additional modifications to the PUD, subject to approval by the Planning Commission and City Council;
16. Compliance with all Engineering comments noted in this staff report;
17. Compliance with all Traffic Engineering comments noted in this staff report;
18. Compliance with all Urban Forestry comments noted in this staff report;
19. Compliance with all Fire Department comments noted in this staff report;
20. 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 the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
21. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



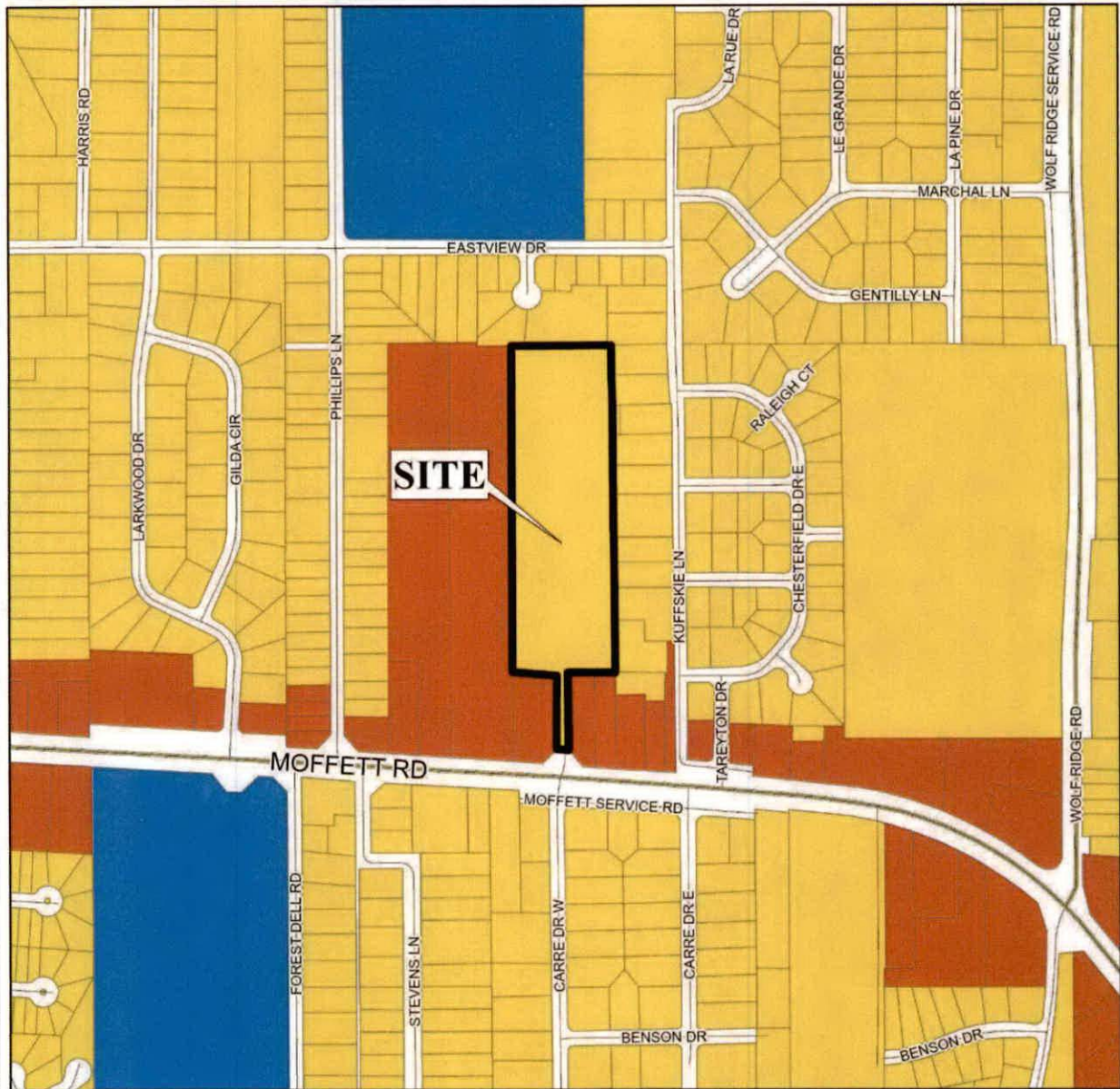
APPLICATION NUMBER 9 DATE August 21, 2025

APPLICANT Fred Marshall Court Subdivision

REQUEST Subdivision, PUD Modification



FLUM LOCATOR MAP



APPLICATION NUMBER 9 DATE August 21, 2025

APPLICANT Fred Marshall Court Subdivision

REQUEST Subdivision, PUD Modification

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



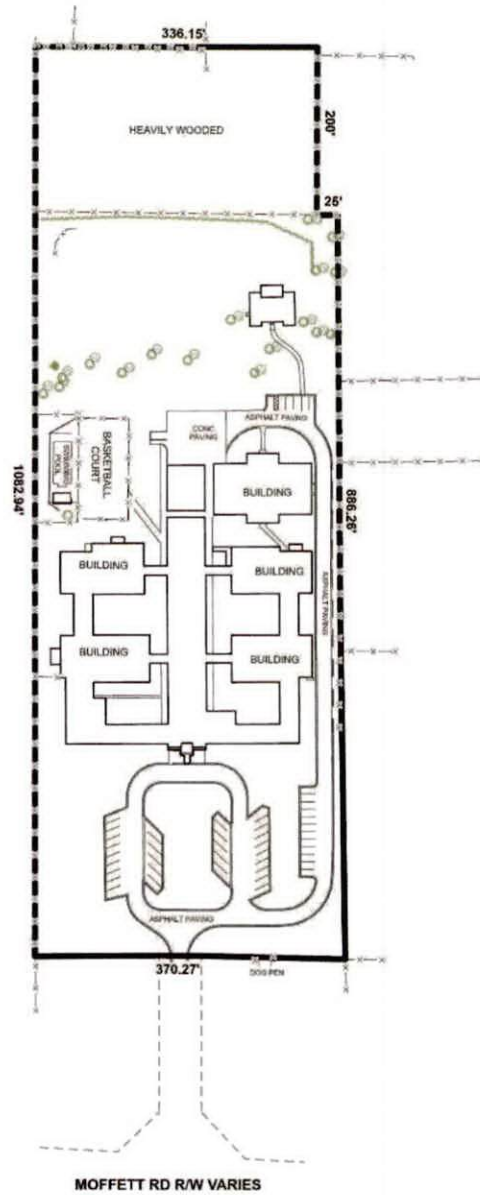
PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units.

APPLICATION NUMBER <u>9</u> DATE <u>August 21, 2025</u>		 NTS																														
APPLICANT <u>Fred Marshall Court Subdivision</u>																																
REQUEST <u>Subdivision, PUD Modification</u>																																
<table border="0" style="width: 100%; font-size: small;"> <tr> <td> R-A</td> <td> R-3</td> <td> B-1</td> <td> B-2</td> <td> B-5</td> <td> ML</td> <td> I-2</td> <td> OPEN</td> <td> T-3</td> <td> T-5.2</td> </tr> <tr> <td> R-1</td> <td> R-B</td> <td> T-B</td> <td> B-3</td> <td> CW</td> <td> MH</td> <td> PD</td> <td> SD</td> <td> T-4</td> <td> T-6</td> </tr> <tr> <td> R-2</td> <td> H-B</td> <td> LB-2</td> <td> B-4</td> <td> MM</td> <td> I-1</td> <td> MUN</td> <td> SD-WH</td> <td> T-5.1</td> <td></td> </tr> </table>			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	
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

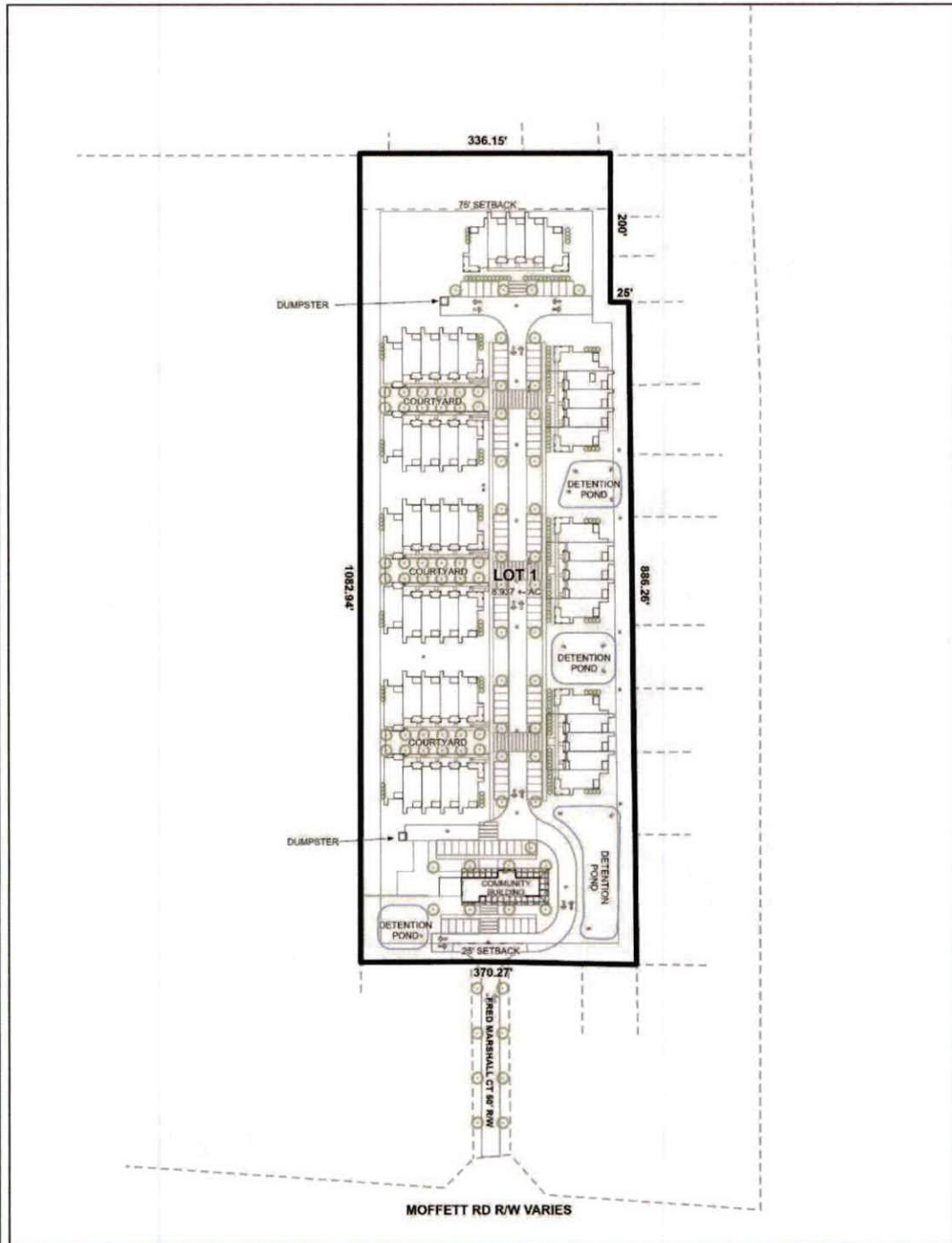


The site plan illustrates the existing buildings and landscaping.

APPLICATION NUMBER	9	DATE	August 21, 2025
APPLICANT	Fred Marshall Court Subdivision		
REQUEST	Subdivision, PUD Modification		



DETAIL SITE PLAN



APPLICATION NUMBER	9	DATE	August 21, 2025
APPLICANT	Fred Marshall Court Subdivision		
REQUEST	Subdivision, PUD Modification		



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

Zoning District Correspondence Matrix

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

Residential Land Use

LOW DENSITY RESIDENTIAL (LDR)

This designation applies to existing residential neighborhoods found mostly west of the Beltline or immediately adjacent to the east side of the Beltline.

The primary land use in the LDR districts is residential and the predominant housing type is the single-family housing unit, detached or semi-detached, typically placed within a street grid or a network of meandering suburban streets. The density in these districts ranges between 0 and 6 dwelling units per acre (du/ac).

These neighborhoods may also contain small-scale, low-rise multi-unit structures at appropriate locations, as well as complementary retail, parks and civic institutions such as schools, community centers, neighborhood playgrounds, and churches or other religious uses if those uses are designed and sited in a manner compatible with and connected to the surrounding context.

The presence of individual ancillary uses should contribute to the fabric of a complete neighborhood, developed at a walkable, bikeable human scale.

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 to Consider Rezoning
Property located at
2602, 2610, 2612, 2614, & 2616 Old Shell Road
and 107 & 107 Item Avenue

Pursuant to Resolution of the Mobile, Alabama City Council adopted **September 9, 2025**, a public hearing will be held on the **14th** day of **October, 2025**, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 2602, 2610, 2612, 2614, & 2616 Old Shell Road and 107 & 107 Item Avenue from R-1, Single-Family Residential Urban District, and B-2, Neighborhood Business Urban District, to B-2, Neighborhood Business Urban District.

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

Lisa C. Lambert
City Clerk

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

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

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

BEGINNING AT A CAPPED REBAR AT THE NORTHWEST CORNER OF OLD SHELL ROAD AND ITEM AVENUE IN THE CITY OF MOBILE, ALABAMA; THENCE NORTH 62°25'07" WEST ALONG THE NORTH LINE OF OLD SHELL ROAD 330.46 FEET TO A CAPPED REBAR; THENCE NORTH 04°59'53" EAST 689.50 FEET TO A CAPPED REBAR; THENCE SOUTH 83°03'23" EAST 165.69 FEET TO A CAPPED REBAR; THENCE SOUTH 05°13'42" WEST 594.18 FEET TO A CAPPED REBAR; THENCE SOUTH 85°44'37" EAST 140.72 FEET TO A CAPPED REBAR ON THE WEST LINE OF ITEM AVENUE; THENCE SOUTH 04°40'52" WEST ALONG SAID WEST LINE 218.43 FEET TO THE POINT OF BEGINNING.

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

parcel of land herein above described shall be used for any use allowed in a B-2, Neighborhood Business Urban District, until the condition set forth below has been complied with: 1. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

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

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 17th day of September, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 2602, 2610, 2612, 2614, & 2616 Old Shell Road and 105 & 107 Item Avenue.

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

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

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

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

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

BEGINNING AT A CAPPED REBAR AT THE NORTHWEST CORNER OF OLD SHELL ROAD AND ITEM AVENUE IN THE CITY OF MOBILE, ALABAMA; THENCE NORTH 62°25'07" WEST ALONG THE NORTH LINE OF OLD SHELL ROAD 330.46 FEET TO A CAPPED REBAR; THENCE NORTH 04°59'53" EAST 689.50 FEET TO A CAPPED REBAR; THENCE SOUTH 83°03'23" EAST 165.69 FEET TO A CAPPED REBAR; THENCE SOUTH 05°13'42" WEST 594.18 FEET TO A CAPPED REBAR; THENCE SOUTH 85°44'37" EAST 140.72 FEET TO A CAPPED REBAR ON THE WEST LINE OF ITEM AVENUE; THENCE SOUTH 04°40'52" WEST ALONG SAID WEST LINE 218.43 FEET TO THE POINT OF BEGINNING.

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

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

Adopted:

Lisa Lambert, City Clerk

**Ten Seven Properties, LLC
Kari Byrd, Byrd Surveying, Inc.
2602, 2610, 2612, 2614, & 2616 Old Shell Road and 105 & 107 Item Avenue
Council District 1
Cory Penn**



THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

September 3, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on August 21, 2025, considered the request of **Ten Seven Properties, LLC** for a change in zoning from **Single-Family Residential Urban District (R-1)**, and **Neighborhood Business Urban District (B-2)**, to **Neighborhood Business Urban District (B-2)**, for the property located at **2602, 2610, 2612, 2614, & 2616 Old Shell Road and 105 & 107 Item Avenue**.

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

1. Full compliance with all municipal codes and ordinances.

Copies of the application and report are attached.

Sincerely,

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

August 25, 2025

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

Re: 2602, 2610, 2612, 2614, & 2616 Old Shell Road and 105 & 107 Item Avenue
ZON-UDC-003420-2025
Ten Seven Subdivision
Kari Givens, Byrd Surveying, Inc.
District 1
Rezoning from Single-Family Residential Urban District (R-1) and Neighborhood Business Urban District (B-2), to Neighborhood Business Urban District (B-2).

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

At its meeting on August 21, 2025, the Planning Commission considered the above referenced application.

After discussion the Planning Commission determined the following criteria prevail to support Rezoning of the property to **B-2, Neighborhood Business Urban District**:

- A) Consistency. The proposed amendment is consistent with the Comprehensive Plan;
- B) Compatibility. The proposed amendment is compatible with:
 - (1) The current development trends, if any, in the vicinity of the subject property;
 - (2) Surrounding land uses;
 - (3) Would not adversely impact neighboring properties; or
 - (4) Cause a loss in property values.
- C) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.
- D) Capacity. The infrastructure is in place to accommodate the proposed amendment; and,
- E) Change. Changed or changing conditions in a particular area make an amendment necessary and desirable.
- F) Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

As such, the Planning Commission voted to recommend approval of Rezoning the property to **B-2, Neighborhood Business Urban District**, to the City Council, subject to the following condition(s):

1. Full compliance with all municipal codes and ordinances.

ZON-UDC-003420-2025 2602, 2610, 2612, 2614, & 2616 Old Shell Road and 105 & 107 Item Avenue
August 25, 2025

The advertising fee for this application is based on the current legal description is **\$313.88**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

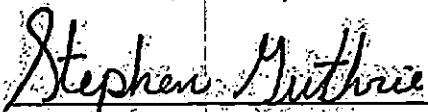
If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By:

A handwritten signature in dark ink, appearing to read "Stephen Guthrie", is written over a horizontal line.

Stephen Guthrie
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION

July 22, 2025

PUBLIC HEARING NOTICE



Re: 2602, 2610, 2612, 2614, & 2616 Old Shell Road and 105 & 107 Item Avenue
ZON-UDC-003420-2025
Ten Seven Subdivision
Kari Byrd, Byrd Surveying, Inc.
District 1
Rezoning from Single-Family Residential Urban District (R-1) and Neighborhood Business Urban District (B-2), to Neighborhood Business Urban District (B-2).

Dear Property Owner(s):

This letter is to advise adjacent property owners, as required by State Law, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, August 21, 2025, at 2:00 p.m., to consider the above referenced application.

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

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

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, August 20, 2025, 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.

MOBILE CITY PLANNING COMMISSION

July 22, 2025

PUBLIC HEARING NOTICE



Re: 2602, 2610, 2612, 2614, & 2616 Old Shell Road and 105 & 107 Item Avenue
ZON-UDC-003420-2025
Ten Seven Subdivision
Kari Byrd, Byrd Surveying, Inc.
District 1
Rezoning from Single-Family Residential Urban District (R-1) and Neighborhood Business Urban District (B-2), to Neighborhood Business Urban District (B-2).

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, August 21, 2025, 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, August 20, 2025, 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.

DESCRIPTION AND JUSTIFICATION FOR THE REZONING
OF TEN SEVEN PROPERTIES

THE PURPOSE OF THIS REZONING APPLICATION IS TO CORRECT AN ERROR IN THE ZONING ORDINANCE. THE SOUTH PORTION OF THE PROPERTY IS ZONED B-2 AND THE EXISTING BUSINESSES CORRESPOND TO THAT CLASSIFICATION. THE MAJORITY OF THE PROPERTY THAT EXTENDS NORTHWARDLY IS ZONED R-1 BUT HAS BEEN DEVELOPED AND UTILIZED WITH B-2 BUSINESSES FOR MORE THAN 30 YEARS. THE CURRENT OWNERS PURCHASED THE PROPERTY IN 2023 AND DESIRE TO CORRECT THE ZONING OF THE PROPERTY.

SINCE THERE IS NOT ANY CHANGE IN THE CURRENT BUILDINGS OR USE, THE PARKING AND LANDSCAPE DATA IS OMITTED FROM THE SITE PLAN.



City of Mobile • Planning & Zoning Planning Commission Application

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

Fees

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

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

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

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

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

☐ Conditional Use Permits

Checklist A

☐ Rezoning, Text Amendment, or Specific Area Plan Amendments

Checklist B

☐ Planned Development

Checklist C

☐ Previously approved Planning Approvals or Planned Unit Development

Checklist D

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

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

	Applicant	Agent (If Applicable)
Name:	KARI GIVENS	
Firm:	BYRD SURVEYING	
Phone:		
Email:		
Address:		

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

Revised February 2023

	Owner	Design Professional
Name:	HAYES TAPIA	
Firm:	TEN SEVEN PROPERTIES, LLC	
Phone:	[REDACTED]	
Email:		
Address:	[REDACTED]	

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

2602, 2610-2616 OLD SHELL ROAD AND 105 & 107 ITEM AVENUE 144,880 SF
 Property Address Property Area (acres or square feet)
 KEY #00770954, #00770945, #00770936

Parcel Number(s) or Key Number(s) B-2
 B-2 & R-1 Proposed Zoning or Transect District (if applicable)
 Present Zoning or Transect District

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

This requirement applies to any of the following applications:

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

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

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

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

Owner Signature

Date

Kari P. Givens

7.10.25

Applicant or Agent Signature (if applicable)

Date

7/15/2025

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

Kari P. Givens

7/15/2025

Applicant or Agent Signature

Date

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

Revised February 2023

CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

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

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

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

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

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

THE MAP FOR MOBILE ALLOWS FOR A MIXTURE OF TRADITIONAL BUSINESS - THIS AREA HAS EXISTING BUSINESSES THAT CONFORM TO THAT CRITERIA

NEIGHBORHOOD CENTER - TRADITIONAL

Future Land Use Map (FLUM) Designation

B-2

Requested Zoning

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

If yes, describe the error

THE SOUTH PORTION OF PROPERTY IS ZONED B-2 AND THE REMAINDER OF PROPERTY IS ZONED R-1. THE ENTIRE PROPERTY HAS BEEN UTILIZED BY B-2 BUSINESSES FOR MORE THAN 30 YEARS.

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

THE OWNER DOES NOT HAVE IMMEDIATE PLANS TO CHANGE THE BUILDINGS OR THE BUSINESS USES.

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

THIS PROPOSAL IS TO CORRECT THE ZONING TO CONFORM TO THE BUSINESSES ON SITE.

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Revised February 2023

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

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

THIS AREA OF OLD SHELL ROAD HAS SEEN MANY PROPERTIES BEING RENOVATED WITH NEW TYPES OF BUSINESS. SOME STRUCTURES HAVE BEEN REMOVED AND NEW BUILDINGS PLANNED OR UNDER CONSTRUCTION.

2. Describe the surrounding land uses.

FRESENIUS KIDNEY CARE, P & G MACHING & SUPPLY, COASTAL INSULATION, AMBERS ATTIC ANTIQUES, HIGH COTTON CONSIGNMENTS, STATE FARM INSURANCE

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

THERE WILL BE NO ADVERSE AFFECT.

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

INFRASTRUCTURE IS IN PLACE.

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

THIS PROPOSAL IS TO CORRECT THE CITY'S MISTAKE.

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

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Revised February 2023



City of Mobile • Planning & Zoning

Planning Commission Application

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

Fees

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

☐ **Conditional Use Permits**

Checklist A

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

Checklist B

☐ **Planned Development**

Checklist C

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

Checklist D

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

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

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

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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Revised February 2023

	Owner	Design Professional
Name:	HAYES TAPIA	
Firm:	TEN SEVEN PROPERTIES, LLC	
Phone:	251-786-0596	
Email:		
Address:	P. O. BOX 16702, MOBILE 36616	

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

2602, 2610-2616 OLD SHELL ROAD AND 105 & 107 ITEM AVENUE
 Property Address 144,880 SF
 KEY #00770954, #00770945, #00770936 Property Area (acres or square feet)

Parcel Number(s) or Key Number(s)
 B-2 & R-1 B-2
 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:

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

7.10.25
 Date
 7/15/2025
 Date

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

Kari P. Givens
 Applicant or Agent Signature

7/15/2025
 Date

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Revised February 2023

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- | | |
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NEIGHBORHOOD CENTER - TRADITIONAL

Future Land Use Map (FLUM) Designation

B-2

Requested Zoning

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

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FRESENIUS KIDNEY CARE, P & G MACHING & SUPPLY, COASTAL INSULATION, AMBERS ATTIC ANTIQUES, HIGH COTTON CONSIGNMENTS, STATE FARM INSURANCE

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

THERE WILL BE NO ADVERSE AFFECT.

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INFRASTRUCTURE IS IN PLACE.

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City of Mobile • Planning & Zoning
Corporate Letter of Authorization

I, HAYES TAPIA, 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 TEN SEVEN PROPERTIES, LLC, a corporation for the property located within the city limits of Mobile, Alabama at 2602, 2610-2616 OLD SHELL ROAD AND 105 & 107 ITEM AVENUE.

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

BYRD SURVEYING

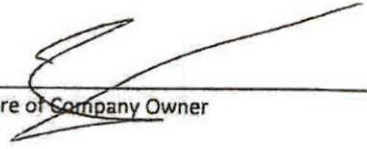
Designee (1)

bvrd@bvrdsurveying.biz

Email

251-476-5010

Phone Number


Signature of Company Owner

Designee (2)

Email

Phone Number

7-16-25
Date

Re: Ten Seven Properties, LLC (ZON-UDC-003420-2025)

From: Anderson, Logan <dlogananderson@cityofmobile.org>

Date: Thu 7/17/2025 3:20 PM

To: Kari Givens <kari@byrdsurveying.biz>

Good afternoon,

We have completed our review of the above-referenced Rezoning application. Before the application can be considered complete and scheduled for review, the following items must be addressed:

1. **DWG File Submission:** If you have not already done so, please submit the DWG (AutoCAD) file of the Preliminary Plat to our GIS staff. For your convenience, Marine has been copied on this message.

An invoice for the application fees has been issued. **Please note that the application will not be considered complete until the required information has been submitted and all fees have been processed.**

If all outstanding items are resolved **by noon on July 21, 2025**, the application will be placed on the **August 21, 2025, Planning Commission agenda**. If the deadline is not met, the application will be held over until all requirements have been satisfied.

IMPORTANT

The City of Mobile Planning and Zoning Department will **never request payment via wire transfer** or any other suspicious method. If you receive any questionable communication claiming to be from our department, please report it immediately to: planning@cityofmobile.org.

If you have any questions or need further assistance, please don't hesitate to reach out.

Logan Anderson

Principal Planner

Planning & Zoning



dlogananderson@cityofmobile.org

(251) 208-5895 main

From: Kari Givens <kari@byrdsurveying.biz>

Sent: Thursday, July 17, 2025 3:12 PM

To: Anderson, Logan <dlogananderson@cityofmobile.org>

Subject: RE: Ten Seven Properties, LLC (ZON-UDC-003420-2025)

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

Thanks!

From: Anderson, Logan <dlogananderson@cityofmobile.org>

Sent: Thursday, July 17, 2025 3:11 PM

To: Kari Givens <kari@byrdsurveying.biz>

Cc: Jerry Byrd <jerry@byrdsurveying.biz>

Subject: Re: Ten Seven Properties, LLC (ZON-UDC-003420-2025)

Received, thank you. And since the document concerns the subject site and is notarized, I think it's acceptable. I'll send an invoice email shortly.

Logan Anderson

Principal Planner

Planning & Zoning



dlogananderson@cityofmobile.org

(251) 208-5895 main

From: Kari Givens <kari@byrdsurveying.biz>

Sent: Thursday, July 17, 2025 2:59 PM

To: Anderson, Logan <dlogananderson@cityofmobile.org>

Cc: Jerry Byrd <jerry@byrdsurveying.biz>

Subject: FW: Ten Seven Properties, LLC (ZON-UDC-003420-2025)

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

Logan,

Sorry, I fully intended to send the legal with application, I have attached. I have also attached an "Assignment of Rents" for Ten Seven Properties, LLC showing Hays Tapia as Member. Will this document be sufficient?

Thanks,

Kari Givens

kari@byrdsurveying.biz

Byrd Surveying

2609 Halls Mill Road

Mobile, AL 36606

251-476-5010

From: Anderson, Logan <dlogananderson@cityofmobile.org>

Sent: Thursday, July 17, 2025 1:39 PM

To: Jerry Byrd <jerry@byrdsurveying.biz>

Cc: Kari Givens <kari@byrdsurveying.biz>; Karapetyan, Marine <marine.karapetyan@cityofmobile.org>; Aamoth, Victoria <victoria.aamoth@cityofmobile.org>

Subject: Ten Seven Properties, LLC (ZON-UDC-003420-2025)

Good afternoon,

We have completed our review of the above Rezoning application and have determined that the following items must be addressed before the application can be deemed complete and scheduled for consideration:

1. **Owner Authorization:** A corporate letter of authorization signed by Hayes Tapia was submitted; however, we are unable to verify their affiliation with Ten Seven Properties, LLC. Please provide one of the following to satisfy this requirement:
 - A revised authorization letter issued by Ten Seven Properties, LLC explicitly authorizing Hayes Tapia to act on their behalf; or
 - Documentation confirming that Hayes Tapia is an officer or authorized agent of Ten Seven Properties, LLC.
2. **DWG File Submission:** If you have not already done so, please submit the **DWG AutoCAD file** for the preliminary plat to our GIS staff. For your convenience, **Marine** and **Tori** have been copied on this message.
3. **Legal Description:** Please provide a legal description in **Microsoft Word or other comparable format** of the subject property in order to accurately calculate the City Council advertising fees.

Once all items have been submitted and verified, an invoice will be issued for the application fees. Please note that the application will not be considered complete—and therefore cannot be scheduled—until all required materials have been received and the fees have been processed.

If all items are submitted **no later than noon on July 21, 2025**, the application will be placed on the agenda for the **August 21, 2025, Planning Commission** meeting. Otherwise, the application will be held over until it is made complete.

IMPORTANT

The City of Mobile Planning and Zoning Department will **never request payment via wire transfer** or any other suspicious method. If you receive any questionable communication claiming to be from our department, please report it immediately to: planning@cityofmobile.org.

If you have any questions or need further assistance, please don't hesitate to reach out.

Logan Anderson

Principal Planner

Planning & Zoning

BUILD MOBILE

dlogananderson@cityofmobile.org

(251) 208-5895 main

Ten Seven Properties, LLC (ZON-UDC-003420-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>

Date Thu 7/17/2025 1:39 PM

To jerry <jerry@byrdsurveying.biz>

Cc kari <kari@byrdsurveying.biz>; Karapetyan, Marine <marine.karapetyan@cityofmobile.org>; Aamoth, Victoria <victoria.aamoth@cityofmobile.org>

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If all items are submitted **no later than noon on July 21, 2025**, the application will be placed on the agenda for the **August 21, 2025, Planning Commission** meeting. Otherwise, the application will be held over until it is made complete.

IMPORTANT

The City of Mobile Planning and Zoning Department will **never request payment via wire transfer** or any other suspicious method. If you receive any questionable communication claiming to be from our department, please report it immediately to: planning@cityofmobile.org.

If you have any questions or need further assistance, please don't hesitate to reach out.

Logan Anderson

Principal Planner

Planning & Zoning



dlogananderson@cityofmobile.org

(251) 208-5895 main

RECORDATION REQUESTED BY:

River Bank & Trust
MOBILE DOWNTOWN
118 NORTH ROYAL STREET
SUITE 100
MOBILE, AL 36602

WHEN RECORDED MAIL TO:

River Bank & Trust
MOBILE DOWNTOWN
118 NORTH ROYAL STREET
SUITE 100
MOBILE, AL 36602

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

SLT-180570

Mortgage recorded in Inst#2023031718.



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ASSIGNMENT OF RENTS

NOTICE: This Assignment is given as additional security for the indebtedness, which also is secured by a mortgage or other security instrument on which the recording tax in the full amount of the indebtedness has already been paid.

THIS ASSIGNMENT OF RENTS dated May 19, 2023, is made and executed between **TEN SEVEN PROPERTIES LLC, AN ALABAMA LIMITED LIABILITY COMPANY**, whose address is 2616 OLD SHELL ROAD, MOBILE, AL 36607 (referred to below as "Grantor") and **River Bank & Trust**, whose address is 118 NORTH ROYAL STREET, SUITE 100, MOBILE, AL 36602 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in MOBILE County, State of Alabama:

See **EXHIBIT "A"**, which is attached to this Assignment and made a part of this Assignment as if fully set forth herein.

*2614

The Property or its address is commonly known as **2602, 2610 & 2616 OLD SHELL ROAD, MOBILE, AL 36607.**

FUTURE ADVANCES. In addition to the Note, this Assignment secures all future advances made by Lender to Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Assignment secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Grantor, together with all interest thereon.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that:

Ownership. Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

Right to Assign. Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to Lender.

No Prior Assignment. Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Assignment.

LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS. Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

Notice to Tenants. Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.



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ASSIGNMENT OF RENTS (Continued)

Page 2

Enter the Property. Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

Maintain the Property. Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the State of Alabama and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

Lease the Property. Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

Employ Agents. Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Assignment or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Rents or the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note, or the maximum rate permitted by law, whichever is less, from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Assignment also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Assignment:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Assignment or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default on Other Payments. Failure of Grantor within the time required by this Assignment to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Any guarantor or Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of any guarantor's or Grantor's property or ability to perform their respective obligations under this Assignment or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Assignment or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Assignment or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against the Rents or any property securing



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ASSIGNMENT OF RENTS (Continued)

Page 3

the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Property Damage or Loss. The Property is lost, stolen, substantially damaged, sold, or borrowed against.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Receive and Collect Rents Section, above. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Other Remedies. Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Caption Headings. Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.

Governing Law. This Assignment will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Alabama without regard to its conflicts of law provisions. This Assignment has been accepted by Lender in the State of Alabama.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of MOBILE County, State of Alabama.

Merger. There shall be no merger of the interest or estate created by this Assignment with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Interpretation. (1) In all cases where there is more than one Borrower or Grantor, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and construction so require. (2) If more than one person signs this Assignment as "Grantor," the obligations of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one or more of the Grantors. If Borrower and Grantor are not the same person, Lender need not sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be used to interpret or define the provisions of this Assignment.



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ASSIGNMENT OF RENTS (Continued)

Page 4

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Powers of Attorney. The various agendas and powers of attorney conveyed on Lender under this Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by Lender.

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Assignment. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment.

Successors and Assigns. Subject to any limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Assignment.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Alabama as to all indebtedness secured by this Assignment.

Waiver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS ASSIGNMENT, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON GRANTOR'S BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS ASSIGNMENT.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Assignment. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:

Assignment. The word "Assignment" means this ASSIGNMENT OF RENTS, as this ASSIGNMENT OF RENTS may be amended or modified from time to time, together with all exhibits and schedules attached to this ASSIGNMENT OF RENTS from time to time.

Borrower. The word "Borrower" means TEN SEVEN PROPERTIES LLC.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Assignment in the default section of this Assignment.

Grantor. The word "Grantor" means TEN SEVEN PROPERTIES LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Assignment, together with interest on such amounts as provided in this Assignment. Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances provision of this Assignment, together with all interest thereon.

Lender. The word "Lender" means River Bank & Trust, its successors and assigns.

Note. The word "Note" means the promissory note dated May 19, 2023, in the original principal amount of \$935,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.



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ASSIGNMENT OF RENTS (Continued)

Page 5

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.

THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT, AND NOT PERSONALLY BUT AS AN AUTHORIZED SIGNER, HAS CAUSED THIS ASSIGNMENT TO BE SIGNED AND EXECUTED ON BEHALF OF GRANTOR ON MAY 19, 2023.

THIS ASSIGNMENT IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS ASSIGNMENT IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

TEN SEVEN PROPERTIES LLC

By: Jamie S. Tapia (Seal)
JAMIE S TAPIA, Member of TEN SEVEN
PROPERTIES LLC

By: Hays M. Tapia (Seal)
HAYS M TAPIA, Member of TEN SEVEN
PROPERTIES LLC

This ASSIGNMENT OF RENTS prepared by:

Name: RIVER BANK & TRUST
Address: 118 NORTH ROYAL STREET
City, State, ZIP: MOBILE, AL 36602

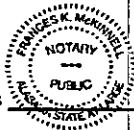
Surety Land Title
5909 Airport Blvd
Mobile, AL 36608

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Mobile)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that JAMIE S TAPIA, Member of TEN SEVEN PROPERTIES LLC and HAYS M TAPIA, Member of TEN SEVEN PROPERTIES LLC, a limited liability company, are signed to the foregoing Assignment and who are known to me, acknowledged before me on this day that, being informed of the contents of said Assignment, they, as such members and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 19 day of May, 2023.



FRANCES K. MCKINNELL
Notary Public
Alabama State At Large

Frances K. McKinnell
Notary Public

My commission expires

My Commission Expires 5/27/2026

Escrow File No.: 180570

EXHIBIT "A"

**Surety Land Title
5909 Airport Blvd.
Mobile, AL 36608**

That real property situated in the County of Mobile, State of Alabama, described as follows, to-wit:

Parcel A

Beginning at a point on the North side of Old Shell Road, 280.6 feet West of the Northwest corner of Old Shell Road and Item Avenue; thence Westwardly along the North side of Old Shell Road, a distance of 50 feet to a point; thence deflecting to the right 67 degrees, 25 minutes, proceed Northwardly 150 feet to a point, thence Eastwardly along a line parallel with the North line of Old Shell Road, a distance of 50 feet to a point; thence Southwardly 150 feet to the point of beginning.

Parcel B

From the Northwest corner of Old Shell Road and Item Avenue run Westwardly along the North line of Old Shell Road 157.8 feet to the point of beginning of property herein described; thence deflecting to the right 67 degrees, 25 minutes run Northwardly 751.5 feet to a point; thence deflecting to the left 88 degrees, 30 minutes run Westwardly 166 feet, more or less, to the Southwest corner of property heretofore conveyed by Lafayette Willard by deed to Bishop of Mobile recorded in Deed Book 411, N.S., page 145 of the records in the office of the Judge of Probate, Mobile County, Alabama; thence deflecting to the left 91 degrees, 45 minutes, run Southwardly 539.5 feet to a point; thence run Eastwardly along a line parallel with the North line of Old Shell Road and along the North line of property formerly owned by Exalee Smith 50 feet to a point; thence deflecting to the right 91 degrees, 30 minutes run Southwardly along the East line of property formerly owned by Exalee Smith 150 feet to the North line of Old Shell Road; thence run Eastwardly along the North line of Old Shell Road 122.8 feet to the point of beginning.

Parcel C

Lots Number One (1), Two (2) and Three (3) in De La Croix Place, as per plat of same recorded in Probate Court of Mobile County, Alabama, in Deed Book 117, N.S., page 222.

**Surety Land Title
5909 Airport Blvd.
Mobile, AL 36608**

LEGAL DESCRIPTION

BEGINNING AT A CAPPED REBAR AT THE NORTHWEST CORNER OF OLD SHELL ROAD AND ITEM AVENUE IN THE CITY OF MOBILE, ALABAMA; THENCE NORTH $62^{\circ}25'07''$ WEST ALONG THE NORTH LINE OF OLD SHELL ROAD 330.46 FEET TO A CAPPED REBAR; THENCE NORTH $04^{\circ}59'53''$ EAST 689.50 FEET TO A CAPPED REBAR; THENCE SOUTH $83^{\circ}03'23''$ EAST 165.69 FEET TO A CAPPED REBAR; THENCE SOUTH $05^{\circ}13'42''$ WEST 594.18 FEET TO A CAPPED REBAR; THENCE SOUTH $85^{\circ}44'37''$ EAST 140.72 FEET TO A CAPPED REBAR ON THE WEST LINE OF ITEM AVENUE; THENCE SOUTH $04^{\circ}40'52''$ WEST ALONG SAID WEST LINE 218.43 FEET TO THE POINT OF BEGINNING.



City of Mobile · Planning & Zoning
Neighborhood Meeting Cover Sheet

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

Date of Submittal: 7/17/25

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

TEN SEVEN PROPERTIES REZONING

Neighborhood Meeting Date: July 14, 2025

Neighborhood Meeting Time: 5:00 PM

Neighborhood Meeting Location: DUMAS WESLEY SQACTR, 126 MOBILE ST., MOBILE AL

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

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

Applicant's Name: Kari Givens

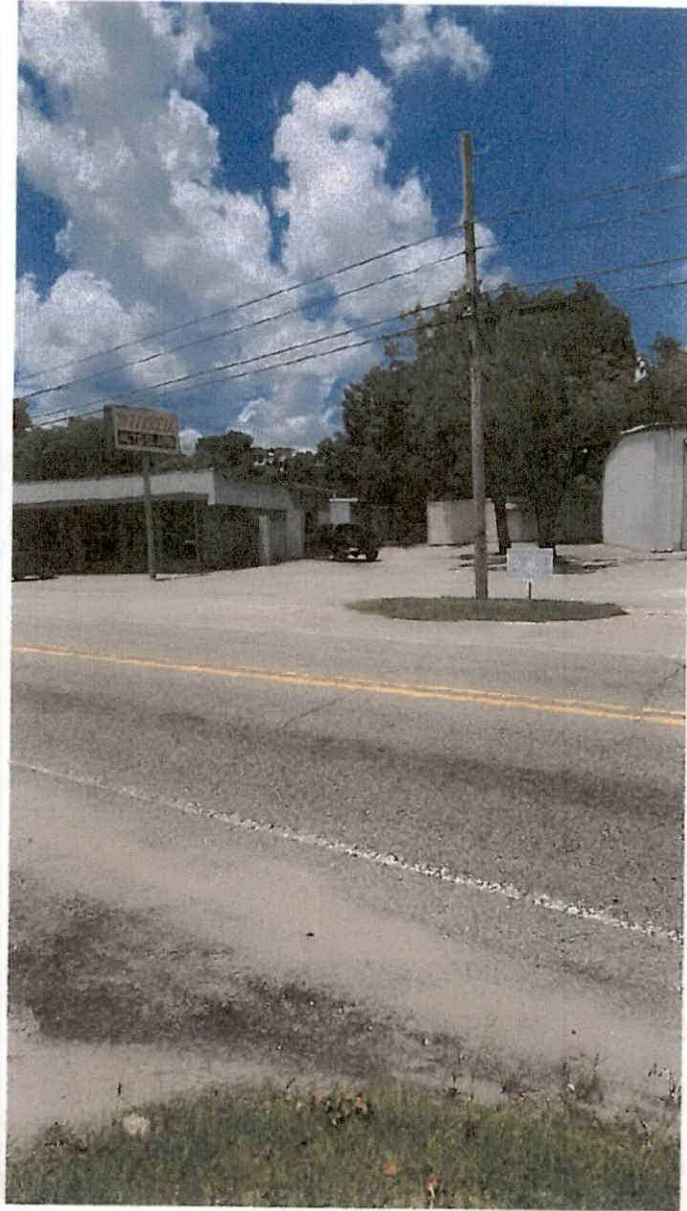
(First Name & Last Name)

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

x Kari P.G.

Date: 7/17/25

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



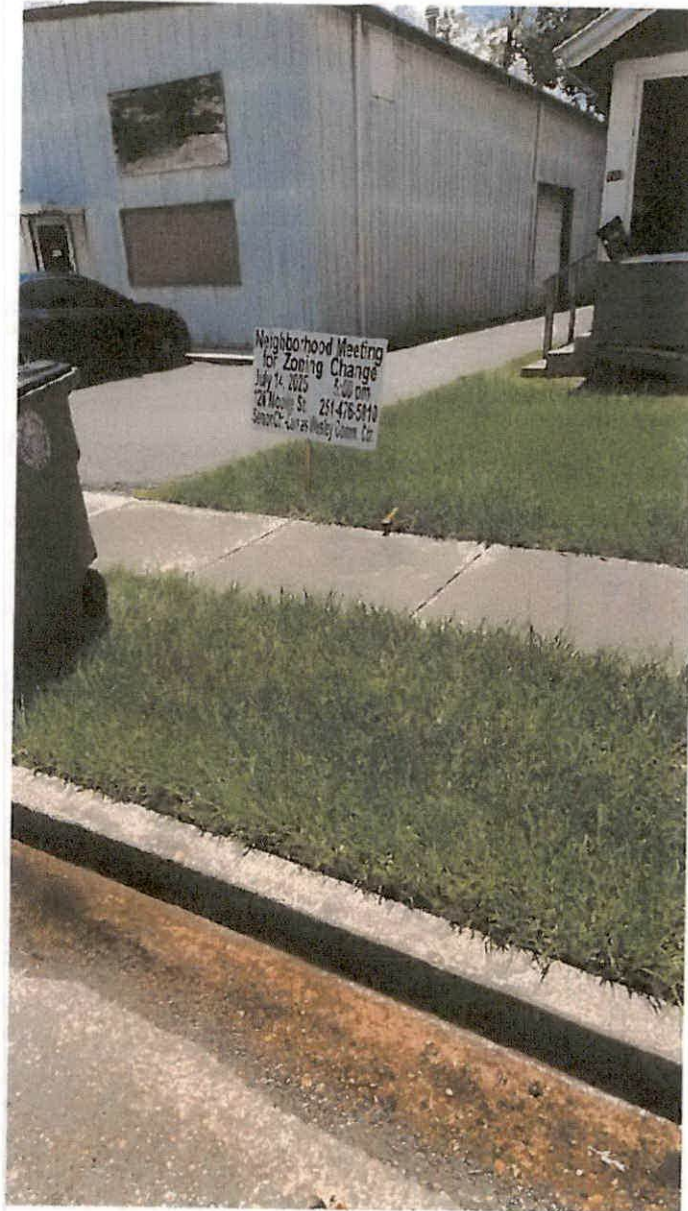
JULY 2, 2025



JULY 2, 2025



JULY 2, 2025



JULY 2, 2025

Byrd Surveying
2609 Halls Mill Road
Mobile, AL 36606

Ten Seven Properties, LLC
P. O. Box 16702
Mobile, AL 36616

Jamal Dozier & April Hatcher
133 Item Avenue
Mobile, AL 36607

80

Julie D. Day
129 Item Avenue
Mobile, AL 36607

Lola Solano & Alice Gongora
125 Item Avenue
Mobile, AL 36607

Stephen J. Hand
64 Kingsway
Mobile, AL 36608

Patricia Ann Carstarphen
9309 McFarland Way
Mobile, AL 36695

Robert S. Kohrman
119 Item Avenue
Mobile, AL 36607

Lydia Temonia & Medea Taylor
4175 Spring Valley Drive N.
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Old Shell Road Properties, LLC
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Mobile, AL 36670

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SMBC Leasing & Finance, Inc.
14400 Metcalf Avenue
Overland Park, KS 66223

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

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Mobile, AL 36607

Zeinab Hamade
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Mobile, AL 36607

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John Ward & Beth Kaska
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Brandon Hughes & Kaileigh Eaddy-
Hughes
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Mobile, AL 36607

Donald & Thea Wiley
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San Bernito, TX 78586

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Salt Lake City, UT 84105

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355 Saint Michael St.
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Anh Van Nguyen & Hanh My T
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Makeda Nichols
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Joseph & Mary Johnson
2560 Dohm Street
Mobile, AL 36607

Councilman Cory Penn
City of Mobile
205 Government Street
Mobile, AL 36602

Byrd Surveying

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

Dear Neighbor,

The owner of properties located at 105 & 107 Item Avenue and 2610 to 2616 Old Shell Road is submitting a rezoning application to the City of Mobile to correct an error in the zoning ordinance. A portion of the property is zoned B-2 and the remainder is zoned R-1. All of the property is developed and utilized by businesses that corresponds to the B-2 classification. The owner does not have immediate plans to change the current buildings or business use.

You are invited to attend a neighborhood meeting to further discuss the rezoning and we will answer any questions.

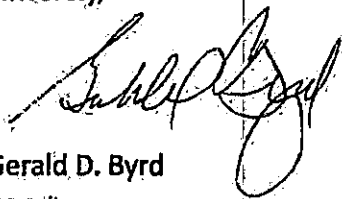
Meeting Location: Senior Center at Dumas-Wesley Community Center at 126 Mobile Street

Date: July 14, 2025

Time: 5:00 p.m.

If you wish to contact me prior to the meeting, you may call 251-476-5010, 8:00 a.m. to 3:00 p.m., Monday to Thursday or email jerry@byrdsurveying.biz.

Sincerely,



Gerald D. Byrd

GDB/kpg

Neighborhood Meeting for Zoning Change July 14, 2025 5:00 pm 126 Mobile St. 251-476-5010 Senior Ctr.-Dumas Wesley Comm. Ctr.

Neighborhood Meeting Sign-in Sheet

Date: July 14, 2025

Applicant: TENSEN PROPERTIES LLC

Meeting Location: JAMES WESLEY 126 N. WESLEY ST.

Application(s):

Name: Lola Solano
 Address: 125 Irm Avenue, Mobile 36607
 Email: lolasolano@yahoo.com
 Phone: 251-300-1034

Name: Juli Day
 Address: 135 Irm Ave
 Email: julidayer@gmail.com
 Phone: 251-397-6034

Name: BOB SCHWARTZ
 Address: 2602 OLD SHILL
 Email: BOB.SCHWARTZ@GMAIL.COM
 Phone: 251 379 9334

Name: Jamie Tupia
 Address: 200 Wimbledon Rd W, Mark A3607
 Email: JamieCpartymobile.com
 Phone: 251-656-7596

Name: Hays Tupia
 Address: 200 Wimbledon Rd W, Mark A3607
 Email: HaysCpartymobile.com
 Phone: 251-786-0596

Name: Just Wilson
 Address: 125 Hyland Ave
 Email: jwilsonphoto@gmail.com
 Phone: 251-626-0380
 mobile: 413-6607

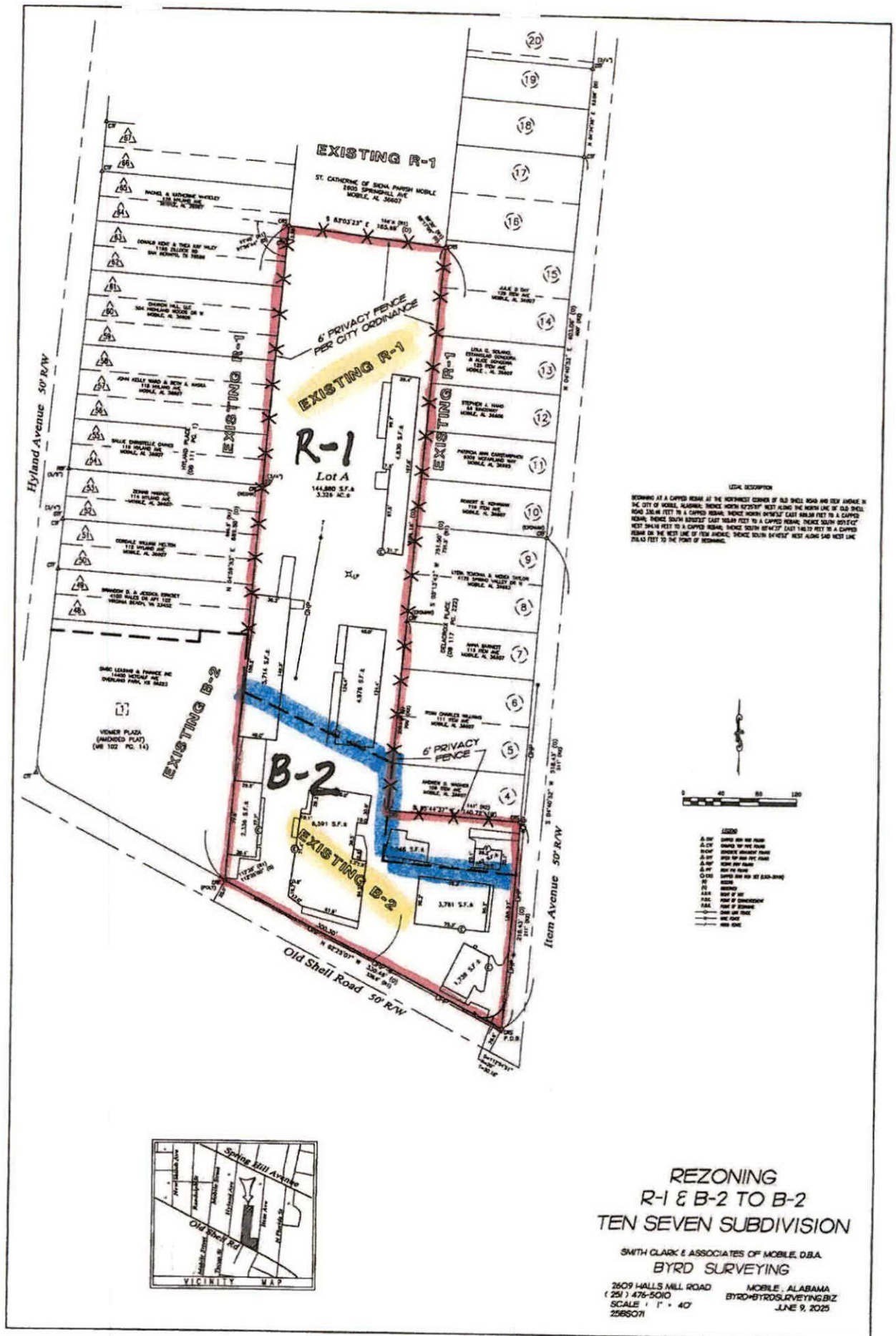
Name: _____
 Address: _____
 Email: _____
 Phone: _____

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

MINUTES OF NEIGHBORHOOD MEETING JUNE 14, 2025, FOR TEN SEVEN PROPERTIES, LLC AT DUMAS WESLEY SENIOR CENTER, 126 MOBILE STREET, MOBILE, ALA.:

THE MEETING WAS ADVERTISED TO BEGIN AT 5:00 P.M. AND I CALLED THE MEETING TO ORDER AT THAT TIME. THERE WERE THREE NEIGHBORS, TWO OWNERS, AND MYSELF IN ATTENDANCE. THERE WAS A GENERAL DISCUSSION CONCERNING THE PROPERTY AND ANY FUTURE PLANS. THE OWNERS HAVE BEEN CLEANING THE PROPERTY AND MAKING SOME REPAIRS TO THE EXISTING BUILDINGS. THE NEIGHBORS AND THE OWNERS DISCUSSED PROBLEMS WITH RODENTS AND A HOMELESS MAN THAT LIVED IN THE ST. CATHERINE'S SCHOOL BUILDING THAT HAS NOW BEEN REMOVED. WITH SCHOOL DEMOLITION AND THE CLEAN UP OF THE TEN SEVEN PROPERTY THEY ARE HOPING THESE PROBLEMS WILL DISAPPEAR. ONE ADDITIONAL NEIGHBOR JOINED THE MEETING AT 5:30 P.M. AND WE EXPLAINED THE PROPERTY REZONING TO HER. SHE ATTENDED A PREVIOUS NEIGHBORHOOD MEETING AND SHE IS FAMILIAR WITH THE CITY'S REZONING PROCESS. ADDITIONAL GENERAL DISCUSSION OF THE RE-DEVELOPMENT OF OLD SHELL ROAD AREA FOLLOWED.

WITH NO OTHER QUESTIONS, THE MEETING WAS ADJOURNED AT 6:00 P.M.



LEGAL DESCRIPTION

BEGINNING AT A CAPPED REBAR AT THE NORTHWEST CORNER OF OLD SHELL ROAD AND ITEM AVENUE IN THE CITY OF MOBILE, ALABAMA; THENCE NORTH $62^{\circ}25'07''$ WEST ALONG THE NORTH LINE OF OLD SHELL ROAD 330.46 FEET TO A CAPPED REBAR; THENCE NORTH $04^{\circ}59'53''$ EAST 689.50 FEET TO A CAPPED REBAR; THENCE SOUTH $83^{\circ}03'23''$ EAST 165.69 FEET TO A CAPPED REBAR; THENCE SOUTH $05^{\circ}13'42''$ WEST 594.18 FEET TO A CAPPED REBAR; THENCE SOUTH $85^{\circ}44'37''$ EAST 140.72 FEET TO A CAPPED REBAR ON THE WEST LINE OF ITEM AVENUE; THENCE SOUTH $04^{\circ}40'52''$ WEST ALONG SAID WEST LINE 218.43 FEET TO THE POINT OF BEGINNING.

Byrd Surveying

2609 Halls Mill Road
Mobile, AL 36606

Ten Seven Properties, LLC

P. O. Box 16702
Mobile, AL 36616

Jamal Dozier & April Hatcher
133 Item Avenue
Mobile, AL 36607

Julie D. Day
129 Item Avenue
Mobile, AL 36607

Lola Solano & Alice Gongora
125 Item Avenue
Mobile, AL 36607

Stephen J. Hand
64 Kingsway
Mobile, AL 36608

Patricia Ann Carstarphen
9309 McFarland Way
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Agenda Item # 11

SUB-003419-2025 & ZON-UDC-003420-2025

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

[Applicant Materials for Consideration – Subdivision](#)

[Applicant Materials for Consideration – Rezoning](#)

DETAILS

Location:

2602, 2610, 2612, 2614, & 2616 Old Shell Road and
105 & 107 Item Avenue

Subdivision Name:

Ten Seven Subdivision

Applicant / Agent:

Kari Byrd, Byrd Surveying, Inc.

Property Owners:

Ten Seven Properties, LLC

Current Zoning:

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

Proposed Zoning:

B-2, Neighborhood Business Urban District

Future Land Use:

Neighborhood Center - Traditional

Applicable Codes, Policies, and Plans:

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

Proposal:

- Subdivision approval to create one (1) legal lot of record.
- Rezoning from R-1 & B-2 to B-2.
 - Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

Commission Considerations:

1. Subdivision proposal with nine (9) conditions; and
2. Rezoning with one (1) condition.

Report Contents:

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Staff Comments	3
Commission Considerations	5
Exhibits	8

PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential and commercial units.

APPLICATION NUMBER	11	DATE	August 21, 2025
APPLICANT	Ten Seven Subdivision		
REQUEST	Subdivision, Rezoning from R-1 and B-2 to B-2		



SITE HISTORY

The subject site was annexed into the City in 1945.

With the adoption of the Zoning Ordinance in 1967 it was assigned its current split zoning of R-1 and B-2 classifications.

The portion of the site at the Northwest corner of Old Shell Road and Item Avenue was the subject of a Use Variance request in 1987 to allow a used car lot, which was denied by the Board of Zoning Adjustment.

The site has never had any cases before the Planning Commission.

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. Label the proposed ROW dedication and list the amount of area being dedicated in SF and AC.
- C. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Rezoning:

ADD THE FOLLOWING NOTES TO THE SITE PLAN:

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

5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

All projects located within the City Limits of Mobile shall comply with the provisions of the City of Mobile Fire Code Ordinance, which adopts the 2021 edition of the International Fire Code (IFC).

Fire apparatus access roads shall be provided to within 150 feet of all non-sprinklered commercial buildings and within 300 feet of all sprinklered commercial buildings, as measured along an approved route around the exterior of the facility.

An approved fire water supply capable of meeting the requirements set forth in Appendices B and C of the 2021 IFC shall be provided for all commercial buildings.

Fire hydrant placement shall comply with the following minimum standards:

- Within 400 feet of non-sprinklered commercial buildings
- Within 600 feet of sprinklered commercial buildings
- Within 100 feet of fire department connections (FDCs) serving standpipe or sprinkler systems

Although the International Residential Code (IRC) functions as a stand-alone document for the construction of one- and two-family dwellings and townhouses, it does not govern the design or layout of emergency access or community-level fire protection infrastructure. Therefore, residential developments must also comply with the applicable requirements of the International Fire Code, including, but not limited to, those listed above concerning the design, construction, regulation, and maintenance of fire apparatus access roads and fire protection water supplies.

Planning Comments:

Subdivision

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

The site has frontage along Old Shell Road and Item Avenue. Old Shell Road is a component of the Major Street Plan as a Minor Arterial Street with a compliant 50-foot right-of-way; therefore, no dedication would be required along Old Shell Road. Item Avenue is a minor street with curb and gutter and a compliant 50-foot right-of-way; therefore, no dedication would be required along Item Avenue. The preliminary plat indicates a 20-foot radius curve is to be dedicated at the intersection of Old Shell Road and Item Avenue. If approved, this should be retained on the Final Plat, adjusted for any further dedication, if required by City Engineering. The right-of-way widths of Old Shell Road and Item Avenue should be retained on the Final Plat, if approved.

As the site is proposed to be rezoned from R-1, Single-Family Residential Urban District, and B-2, Neighborhood Business Urban District, to B-2, Neighborhood Business Urban District, the required 10-foot minimum front yard setback for a B-2 Urban District should be illustrated along both street frontages on the Final Plat, if approved.

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

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

Rezoning

As mentioned, if the subdivision request is approved it will result in the lot being split-zoned R-1 and B-2. The applicant's justification for the rezoning, which can be viewed using the link on Page 1 of this report, is to correct an error in the assigned zoning classification, as the site has been developed and utilized for more than 30 years with B-2 businesses. In this instance, the subdivision of land may make reclassification necessary and desirable to eliminate split zoning. Subdivision of the property suggests rezoning of the site, in general, is necessary, especially to eliminate the potential for split zoning. If approved, the Rezoning process should be completed prior to signing the Final Plat for the proposed subdivision.

The site is bordered along Old Shell Road to the West by other B-2 properties in commercial use; to the North by an R-1 property used as a church, and R-1 property used as a residence. To the East across Item Avenue, and to the South across Old Shell Road, properties are also zoned B-2 in commercial use.

As no change in the current buildings or use on the site is proposed, and no expansion within the site is proposed, parking and landscaping data is omitted on the site plan provided.

The proposed subdivision of the site into one (1) lot would seem to justify the rezoning to eliminate split zoning within the site. Furthermore, the assignment of an R-1 zoning classification to property which has been in B-2 use for many years would further seem to justify the rezoning.

SUBDIVISION CONSIDERATIONS

Standards of Review:

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

Considerations:

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

1. Retention of the right-of-way widths of Old Shell Road and Item Avenue on the Final Plat;
2. Retention of the 20-foot radius corner dedication at the intersection of Old Shell Road and Item Avenue, adjusted for any further dedication if required by City Engineering;
3. Revision of the plat to illustrate a 10-foot minimum building setback line along Old Shell Road and Item Avenue;
4. Retention of the lot size label in both square feet and acres on the Final Plat, or the furnishing of a table on the Final Plat providing the same information;
5. Completion of the Rezoning process to eliminate the potential for split-zoning prior to signing the Final Plat;
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; and,
9. Compliance with all Fire Department comments noted in this staff report.

REZONING CONSIDERATIONS

Standards of Review:

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

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

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

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

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

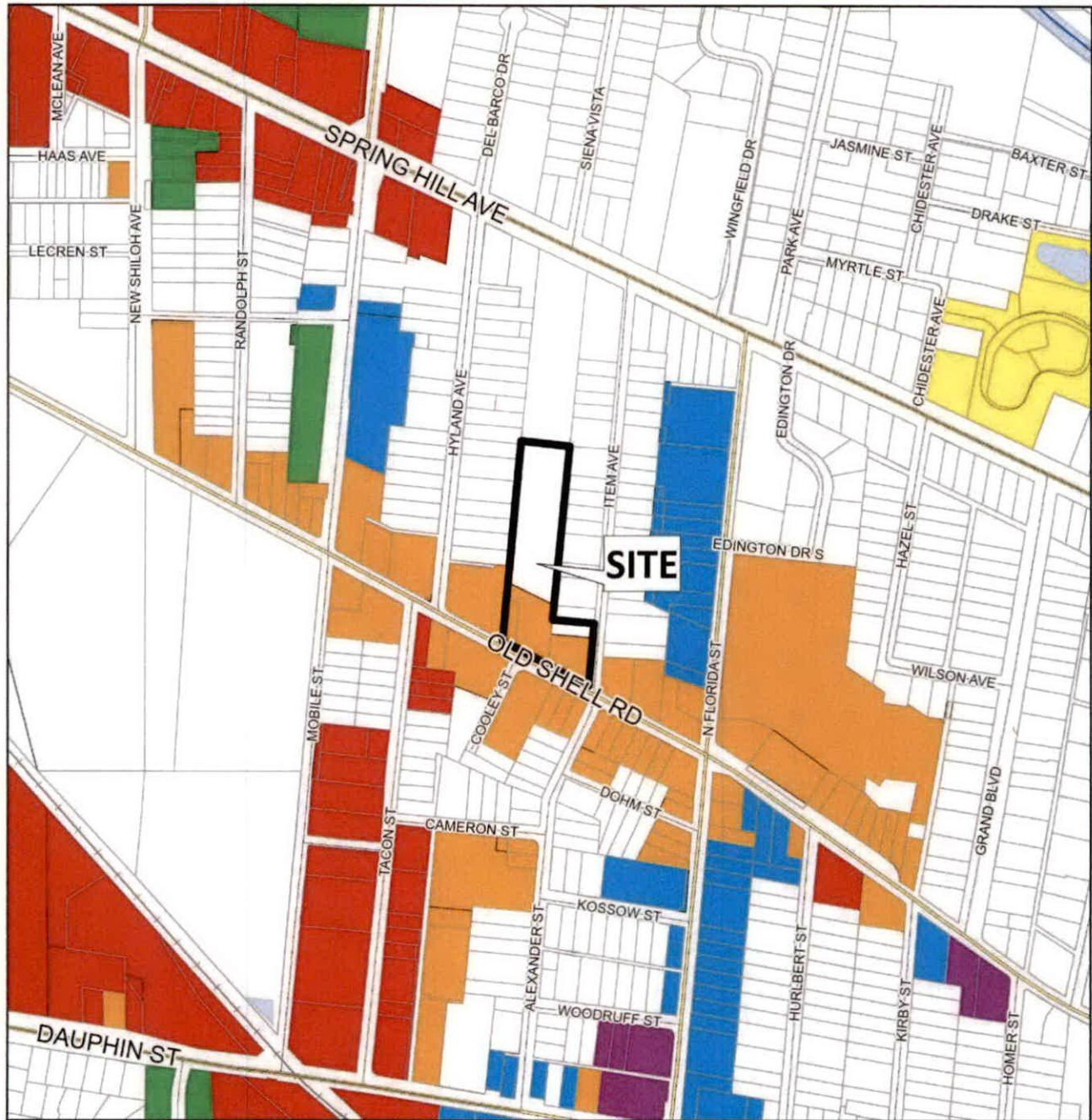
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

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

1. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 11 DATE August 21, 2025

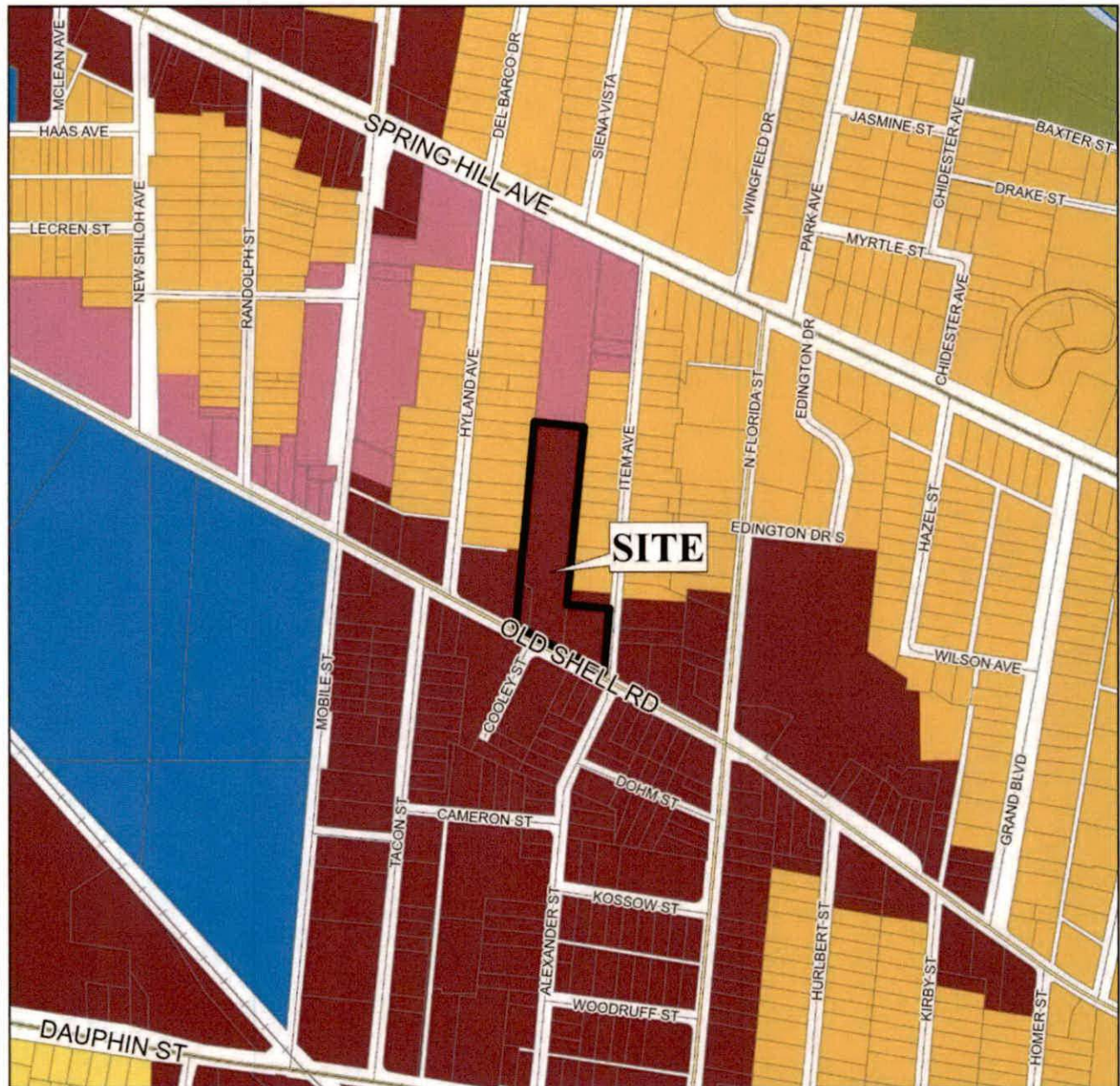
APPLICANT Ten Seven Subdivision

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



NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 11 DATE August 21, 2025

APPLICANT Ten Seven Subdivision

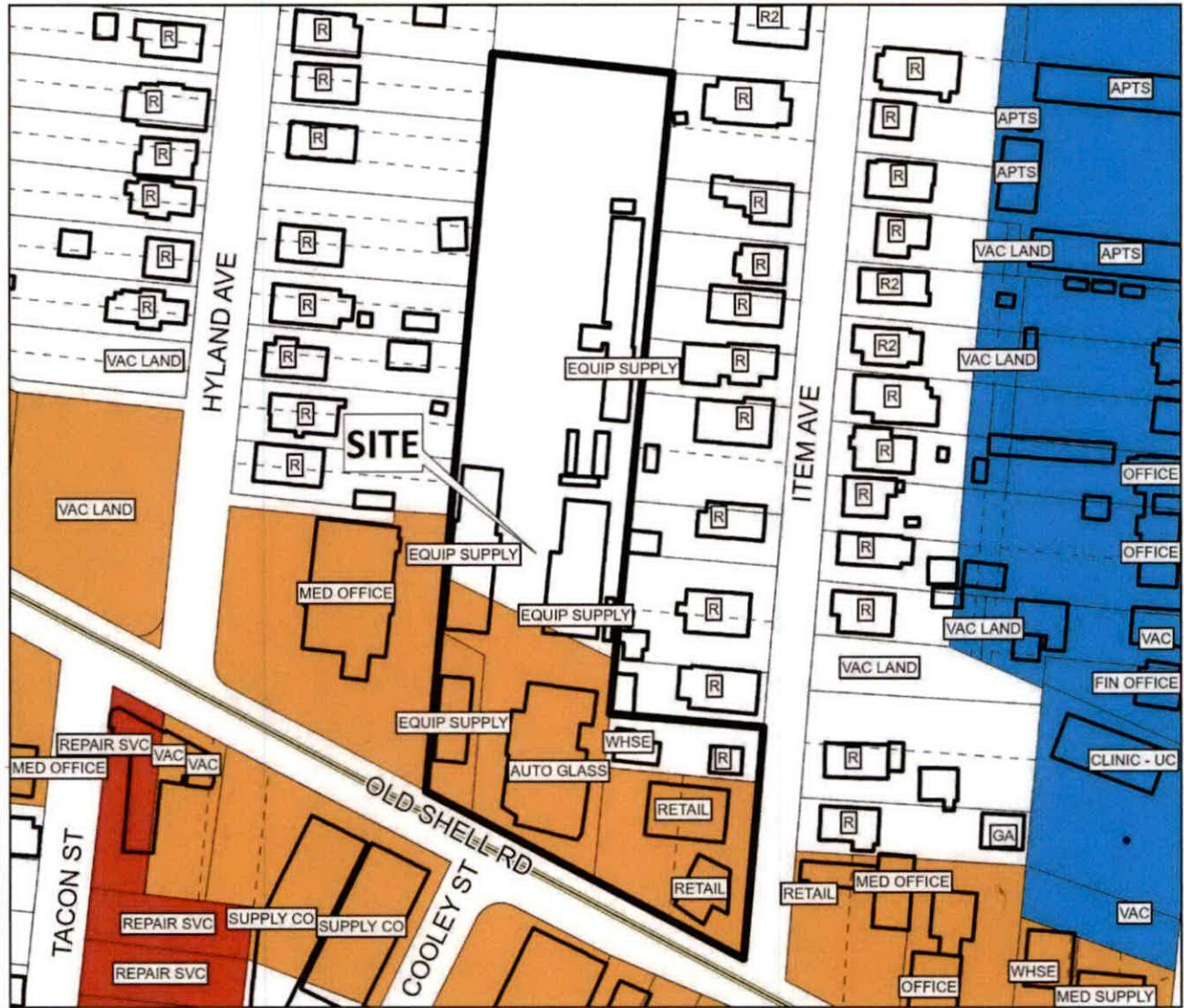
REQUEST Subdivision, Rezoning from R-1 and B-2 to B-2

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



NTS

PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by residential and commercial units.

APPLICATION NUMBER 11 DATE August 21, 2025

APPLICANT Ten Seven Subdivision

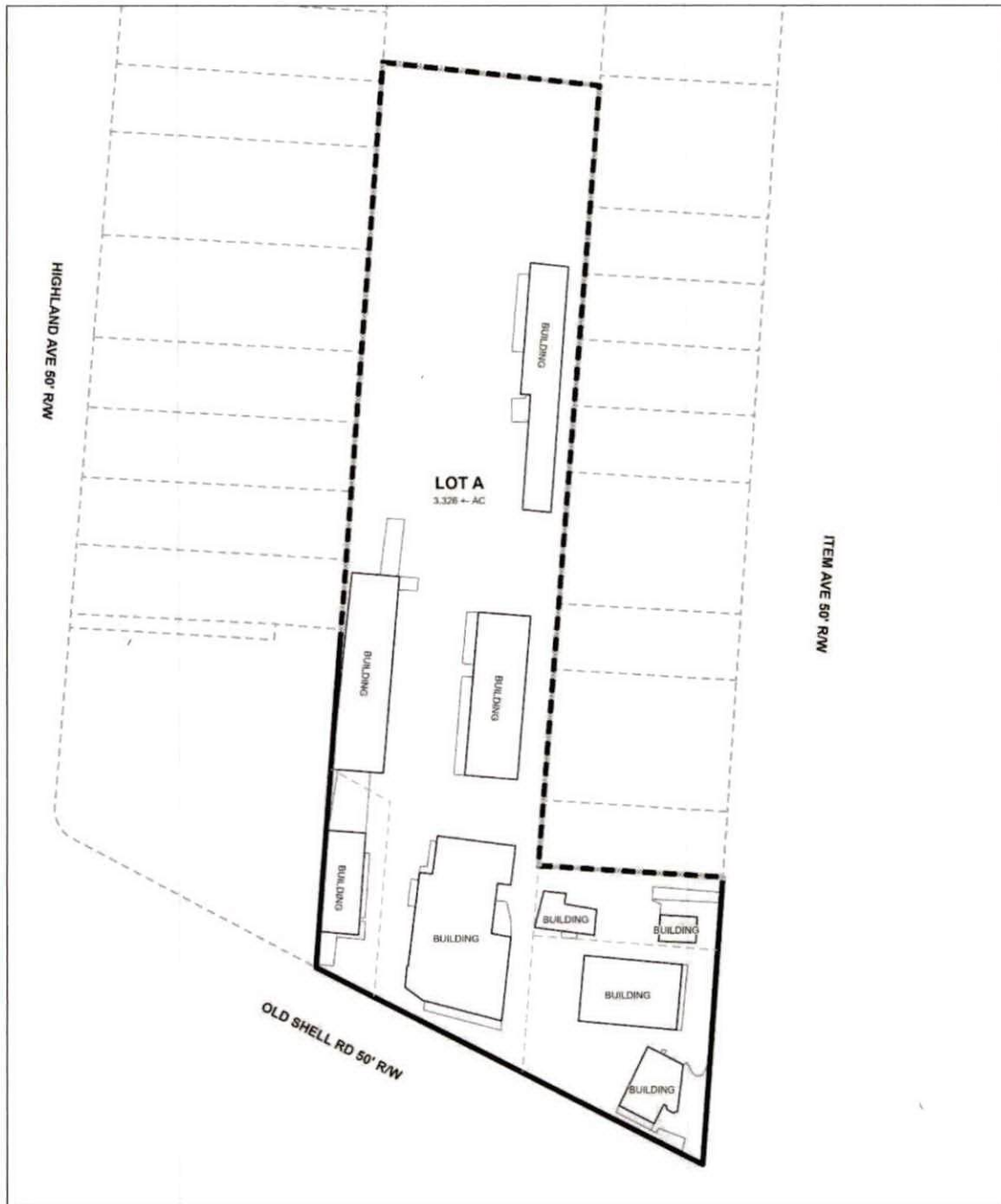
REQUEST Subdivision, Rezoning from R-1 and B-2 to B-2

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



NTS

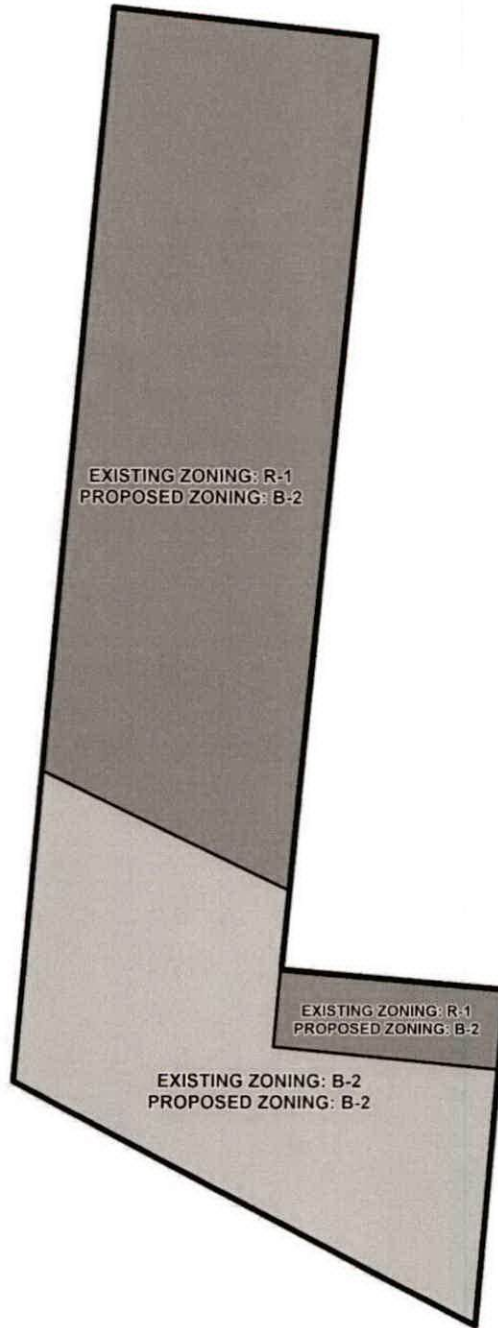
SITE PLAN



The site plan illustrates fencing, existing buildings, and proposed lot lines.

APPLICATION NUMBER	11	DATE	August 21, 2025	
APPLICANT	Ten Seven Subdivision			
REQUEST	Subdivision, Rezoning from R-1 and B-2 to B-2			

DETAIL SITE PLAN



APPLICATION NUMBER 11 DATE August 21, 2025

APPLICANT Ten Seven Subdivision

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



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

Zoning District Correspondence Matrix

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

NEIGHBORHOOD CENTER (NC)

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

General Principles for Neighborhood Centers:

- NC should support a limited amount of commercial employment
- NC should incorporate some residential use, which may vary in type from detached single family, townhouse, accessory and live-work units in mixed use and low-rise multifamily structures.
- The residential density in NC designations—ranging from 4 to 10 du/ac—must be compatible in character with that of surrounding residential development, providing appropriate transitions in height, massing and other buffering from one land use district to the next.
- The retail and housing uses should merge around vibrant, compact, accessible nodes, located at key

neighborhood intersections or along short road segments.

- The NC nodes should be connected to the surrounding neighborhood and nearby public uses (e.g., schools, parks, etc.) via well-designed sidewalks and complete streets.

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

Additional Attributes of Neighborhood Centers:

- NC in traditional contexts: These tend to be in those areas east of the Beltline and correspond to MxDR neighborhoods. In these NCs, buildings should orient to the street, with on-site parking typically pushed to the back of the site. The design qualities of the public realm are emphasized, including the provision of continuous sidewalks, tree canopy, pedestrian amenities, on-street parking and bicycle facilities where appropriate.
- NC in suburban contexts: These generally are located among the LDR land use designations in the areas west of the Beltline. Where they exist, these centers currently have a more pronounced

vehicular orientation. Therefore, the emphasis is on retrofitting to improve internal walkability (e.g., through the addition of sidewalks, tree canopy, protection from the elements) and external connectivity to the surrounding areas (via sidewalks, paths and trails, street crossings, transit stops, etc.) and to increase the mix and density of uses (e.g., infill of outparcels, addition of housing, etc.).

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 to Consider an Amendment to the
Downtown Development District Regulating Plan to
Rezone Property Located at 250 Saint Francis Street

Pursuant to Resolution of the Mobile, Alabama City Council adopted **September 9, 2025**, a public hearing will be held on the **14th** day of **October**, 2025, at 10:30 a.m., to consider adoption of an ordinance to amend the Downtown Development District Regulating Plan to rezone property located at 250 Saint Francis Street from T-5.1 to T-5.2.

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

Lisa C. Lambert
City Clerk

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

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

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

LOT A, CONDOMINIUM SUBDIVISION, AS PER PLAT RECORDED IN MAP BOOK 121, PAGE 25, PROBATE COURT OF MOBILE COUNTY, ALABAMA.

The classification of said property is hereby changed from T-5.1 to T-5.2 and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a T-5.2, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a T-5.2, until the condition set forth below has been complied with: 1. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

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

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 17th day of September, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **250 Saint Francis Street**.

The proposed amendment to the Unified Development Code changes the classification of the subject property from **T-5.1** to **T-5.2**. Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **T-5.2** Districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in **T-5.2** until the following condition set forth below has been complied with: 1. Full compliance with all municipal codes and ordinances.

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

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

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

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

LOT A, CONDOMINIUM SUBDIVISION, AS PER PLAT RECORDED IN MAP BOOK 121, PAGE 25, PROBATE COURT OF MOBILE COUNTY, ALABAMA.

The classification of said property is hereby changed from T-5.1 to T-5.2 and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a T-5.2, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a T-5.2, until the condition set forth below has been complied with: 1. Full compliance with all municipal codes and ordinances.

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

Adopted:

Lisa Lambert, City Clerk

**Ryan Patel, A&R Development Group, LLC (James F. Watkins, Maynard
Nexsen, PC, Agent)
250 Saint Francis Street
Council District 2
William Carroll**



THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

August 29, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on **August 21, 2025**, considered the request of **Ryan Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)** for an Amendment to the Downtown Development District Regulating Plan to Rezone the property from T-5.1 to T-5.2. for the property located at **250 Saint Francis Street**.

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

1. Full compliance with all other municipal codes and ordinances.

Copies of the application and report are attached.

Sincerely,

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

August 25, 2025

Ryan Patel
A & R Development Group, LLC
1381 W. Fairfield Drive
Gulf Shores, Alabama 36542

Re: 250 Saint Francis Street
ZON-UDC-003414-2025
Ryan Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)
District 1
Rezoning from Neighborhood Business Suburban District (B-2) to Light Industry District (I-1).
Amendment to the Downtown Development District Regulating Plan to Rezone the property from T-5.1 to T-5.2.

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

At its meeting on August 21, 2025, the Planning Commission considered the above referenced application.

After discussion the Planning Commission determined the following criteria prevail to support amending the Downtown Development District Regulating Plan to rezone the property to **T-5.2**:

- A) Consistency. The proposed amendment is consistent with the Comprehensive Plan;
- B) Mistake. There was a mistake or error in the original zoning map; and
- C) Compatibility. The proposed amendment is compatible with:
 - (1) The current development trends, if any, in the vicinity of the subject property;
 - (2) Surrounding land uses;
 - (3) Would not adversely impact neighboring properties; or
 - (4) Cause a loss in property values.
- D) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.
- E) Capacity. The infrastructure is in place to accommodate the proposed amendment; and,
- F) Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

As such, the Planning Commission voted to recommend approval of Rezoning the property to **T-5.2** to the City Council, subject to the following condition(s):

1. Full compliance with all other municipal codes and ordinances.

ZON-UDC-003414-2025 250 St. Francis Street
August 25, 2025

The advertising fee for this application is based on the current legal description is **\$263.34**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

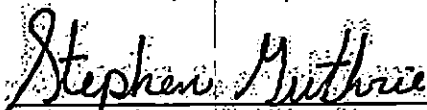
If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By:

A handwritten signature in cursive script, appearing to read "Stephen Guthrie", is written over a horizontal line.

Stephen Guthrie

Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION

July 22, 2025

PUBLIC HEARING NOTICE



Re: 250 Saint Francis Street
ZON-UDC-003414-2025
Ryan Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)
District 2
Amendment to the Downtown Development District Regulating Plan to Rezone the property from
T-5.1 to T-5.2.

Dear Property Owner(s):

This letter is to advise adjacent property owners, as required by State Law, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, August 21, 2025, at 2:00 p.m., to consider the above referenced application.

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

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

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, August 20, 2025, 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.

MOBILE CITY PLANNING COMMISSION

July 22, 2025

PUBLIC HEARING NOTICE



Re: 250 Saint Francis Street
ZON-UDC-003414-2025
Ryan Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC,
Agent)
District 2
Amendment to the Downtown Development District Regulating Plan to Rezone the
property from T-5.1 to T-5.2.

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, August 21, 2025,
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, August 20,
2025, 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.



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

☐ Planned Development

Checklist C

☒ Rezoning, Text Amendment, or Specific Area Plan Amendments

Checklist B

☐ 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:	Ryan Patel	James F. Watkins
Firm:	A & R Development Group, LLC	Maynard Nexsen PC
Phone:	[REDACTED]	[REDACTED]
Email:	[REDACTED]	[REDACTED]
Address:	[REDACTED]	[REDACTED]

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

	Owner	Design Professional
Name:	RObert Biscan	
Firm:		
Phone:		
Email:		
Address:		

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

250 St. Francis Street, Mobile, AL 36602

0.53 Acres

Property Address

Property Area (acres or square feet)

Key No. 00736234

Parcel Number(s) or Key Number(s)

T-5(i)

T-5(ii)

Present Zoning or Transect District

Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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

Owner Signature

Date

Applicant or Agent Signature (if applicable)

Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION

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

Applicant or Agent Signature

Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

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

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

CHECKLIST A

Conditional Use Permit

Requirement Checklist A is required for all Conditional Use Permits

The following information is required to evaluate applications for Conditional Use Permits. Please provide a statement for all items.

Please consult the [Use Table in Section 64-2-24](#) of the UDC as the following uses may require supplemental documentation. Select all of the uses that apply.

☐ Bed and Breakfast Establishments	☐ Daycare, Child (Home Based 7-12 Children)
☐ Community Residences	☐ Private or Parochial School
☐ Above-Ground Oil Storage Tank	☐ Hazardous Substance Storage Tank
☐ Bar/Lounge	

Have you provided the required information for the selected uses above? ☐ Yes ☐ No

The Following information is required for Conditional Use Permits. Please refer to [Section 64-10-6](#) for a full description of the requirements and verify that the following documentation is provided:

- | | |
|--|---|
| ☐ Planning Commission Application | ☐ Site Plan |
| ☐ Documentation of compliance with Approval Criteria | ☐ Neighborhood Meeting Documentation |
| ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer | |

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

Future Land Use Map (FLUM) Designation

2. Is the application compliant with [Development Standards of Article 3](#)? ☐ Yes ☐ No
If no, what are the deficiencies?

3. Describe how the application and plan is compatible with the character of the surrounding neighborhood.

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

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

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

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

5. Please provide the following information:

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

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

☐ Lighting:

☐ Hours of operation:

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

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

☐ Yes ☐ No

7. Describe how the proposal is designed to minimize the impact on storm water facilities.

8. Describe how the development is served by water and sanitary sewer services. What services are provided and by what entity?

9. 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.

10. For Above-Ground Oil Storage Tanks, please include all information required by [Section 64-4-7](#). For Hazardous Substance Storage Tanks, please include all information required by [Section 64-4-8](#).

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SUPPLEMENTAL DOCUMENTATION

Bed and Breakfast Establishments

The following information is required to evaluate applications for Conditional Use Permits for a Bed and Breakfast. Please provide a statement for all items.

1. Will the owner of the establishment reside on the site? ☐ Yes ☐ No
How many nonresident employees are proposed for the business?

2. How many guest rooms will be provided?

3. Will meals be provided? Are meals or food to be provided to any customers that are NOT overnight guests of the proposed Bed and Breakfast?

4. What is the maximum stay for guests?

SITE PLAN, BUILDING ELEVATION AND SIGN INFORMATION

The following information is required to evaluate the conditional use application. Please provide all the following information as additional documentation.

- ☐ Provide elevations of all structure on the property to illustrate that the residential nature of the neighborhood or the character of the dwelling as a residence are maintained.
- ☐ Illustrate the refuse area on the site plan (be no closer than twenty (20) feet from any property line and 100 feet from any dwelling on an adjacent lot)
- ☐ Illustrate required parking on the site plan (Minimum of two (2) off-street parking spaces for the principal occupants of the residence, and a minimum of one (1) additional parking space per guest room. The additional parking spaces shall not be located in any required front or side yard setback area and shall be screened from the view of adjacent properties.
- ☐ No more than one (1) identification sign shall be permitted for the Bed and Breakfast use. Such signs shall state only the name and street address of the establishment. It shall not exceed four (4) square feet in sign face area. No other signage or advertising copy such as Vacancy/No Vacancy, Rent/Lease, etc. is permitted.

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SUPPLEMENTAL DOCUMENTATION

Bar/Lounge

The following information is required to evaluate applications for Conditional Use Permits for a Bar/Lounge. Please provide a statement for all items.

1. Is entertainment or music to be provided? ☐ Yes ☐ No
If yes, how often will entertainment or music be provided? Will sound systems or amplification be used? What hours will entertainment or music be provided?

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

3. Describe any potential adverse effects of the proposed use and structure upon the neighborhood and how will they be mitigated.

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SUPPLEMENTAL DOCUMENTATION

Community Residences

The following information is required to evaluate applications for Conditional Use Permits for Community Residences. Please provide a statement for all items.

1. How many unrelated persons will occupy the home?

2. Will the community residence operate as a functional family (also known as emulating a biological family) to foster community gathering?

3. Is there an existing community residence within one thousand linear feet of the proposed community residence location? ☐ Yes ☐ No

Refer to the [Alabama Department of Mental Health](#), the [Alabama Department of Public Health](#), and the [Alabama Department of Human Resources](#) for information regarding existing community residences.

If yes, provide the address of the existing community residence(s).

4. Describe how the proposed Community Residence will not alter the residential character of the surrounding neighborhood.

5. By how many individuals will the community residence exceed the as of right maximum of four (4) residents? Provide an explanation of the financial and/or therapeutic need to house the proposed number of residents.

6. What is the primary function of the proposed Community Residence? What type of treatment is provided on site?

7. Describe how the requested number of residents in the proposed Community Residence will not interfere with the normalization and community integration of the occupants of any existing Community Residence.

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SUPPLEMENTAL DOCUMENTATION

Daycare, Child (Home Based 7-12 children)

The following information is required to evaluate applications for Conditional Use Permits for Home Based Daycare. Please provide a statement for all items.

1. Is the home the primary residence of the daycare operator? ☐ Yes ☐ No
 2. Are there additional employees? ☐ Yes ☐ No
If yes, how many and do they reside at the home?
-

SITE PLAN AND BUILDING INFORMATION

The following are required to evaluate the conditional use application. Please provide all the following information as additional documentation.

- ☐ The outdoor play area shall be enclosed by a fence or wall at least four (4) feet in height. Please indicate on the site plan.
- ☐ The outdoor play area shall be adequate in size to accommodate the number of children served but in no event may be less than the number required of the [Alabama Department of Human Resources](#).
- ☐ All parking shall comply with the Parking Requirements of Article 3, Section 12, except that the parking and driveway may be of an Approved Alternative Paving Surface, and shall comply with the size, location, and other specification requirements set forth in [Section 64-3-12](#).
- ☐ The following minimum amount of off-street parking must be provided:
 - ☐ The minimum number required for residences as set forth in [Section 64-3-12](#) and [Table 64-3-12.1](#) (i.e., two (2) per dwelling unit for a single-family detached dwelling); plus
 - ☐ One (1) space for each employee who is not a full-time permanent resident of the home; plus
 - ☐ One (1) space for every three (3) children that the home daycare is licensed to serve by the Department of Human Resources.
- ☐ The indoor floor space of the home must be adequate in size to accommodate the number of children served but in no event may be less than the number required of the [Alabama Department of Human Resources](#).

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SUPPLEMENTAL DOCUMENTATION

Private or Parochial Schools

The following information is required to evaluate the conditional use application. Please provide all the following information as additional documentation.

SITE PLAN

- ☐ Building coverage shall not exceed forty (40) percent of the total lot area.
- ☐ Not less than two (2) off-street parking spaces per classroom shall be provided for an elementary school, three (3) per classroom for a junior high school and eight (8) per classroom for a senior high school.
- ☐ Minimum yard dimensions should be: Front Yard depth, thirty (30) feet; Side Yard width, forty (40) feet; Rear Yard depth, forty (40) feet, provided that each of these dimensions should be increased by one foot for every foot by which the height of the building exceeds thirty-five (35) feet.
- ☐ Playgrounds, play fields and other active recreation facilities should not extend into required yards, and no structure for seating spectators at athletic events (except a gymnasium or auditorium completely enclosed within a building) should be located closer than two hundred (200) feet to any residential propertyline.
 - ☐ One off-street parking space should be provided for every three (3) spectator seats in any such facility.
- ☐ Off-street school bus loading spaces should be provided when school buses are to be used.
- ☐ Fences or planted buffer strips should be provided as determined by the Board to be necessary for safety purposes or to minimize possible adverse effects upon adjacent property.

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CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

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

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

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

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

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

Developer is proposing to develop vacant lot as a 140+/- room branded hotel. The site is located in teh Downtown area under the Map for Mobile.

In the Downtonw District, in-fill development is encouraged. A hotel use increases the mix of uses along this corridor of St. Francis Street.

In this area, uses include churches, retail, commercial offices, commercial storage, restuarants, and residential uses.

Downtown

T-5(ii)

Future Land Use Map (FLUM) Designation

Requested Zoning

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

If yes, describe the error

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

Additional hotel rooms in teh Downtown District will promote tourism and enhance Mobile's ability to attract additional tourists and convention business.

The development of hte site will take a vacant parcel and create an anchor for activity in this area between Dauphin and St. Louis Streets.

Development of the site as a hotel will increase tax revenue forthe City and COunty through lodging and ad valorem taxes.

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

Redevelopment of hte Downtown District has brough additional tourists and businesses to the area. The construction ofhte new Civic Center and the relocation of teh Mobile Airport to Brokley Field will increase demand for hotel rooms in the Downtown District. Improvements to the Convention Center, growth in tourism in the Africatown Community and renovations to the Battleship all point to increased tourism in the downtown area and evidences a need for additional hotel rooms. Current zoning allows small hotel on site, but developer's plan would be for a room count exceeding what is allowed.

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

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

The Downtown Area continues to see renovation of existing structures as well as new construction, all leading to more people visiting the area.
The construction of a new Civic Center as well as the relocation of the Mobile Airport to Brookley Field will further fuel growth of visitors to Downtown
Work in the area is a mix of restoration of historic buildings as well as new construction.

2. Describe the surrounding land uses.

Within a several block radius of the site there is a significant mix of residential, commercial office, retail, church, restaurant and hotel uses.

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

Given the location of the site in the Downtown District, and the various uses already in close proximity to the site, there would be minimal, if any, adverse impact on neighboring properties. The proposed building height is comparable to the nearby church and existing hotels and office buildings nearby. There could be an increase in parking required for this proposed use but the developer is providing some on-site parking and there are a number of existing surface lots within 1-2 blocks of the site which would mitigate that issue.

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

The Downtown District has sufficient infrastructure in place to support the proposed use.

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

Development of additional hotel rooms will support growth of the Downtown District as a tourist destination as well as support attracting conventions to the area.

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

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CHECKLIST C

Planned Development

The following are required to evaluate applications for Planned Developments. Please provide a statement for all prompts.

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 | ☐ Dimensional and Design Standards, per Section 64-2-23.D |
| ☐ Neighborhood Meeting documentation | ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer |
| ☐ A Concept Plan | ☐ List of Permitted uses, per Section 64-2-23.C |

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

Future Land Use Map (FLUM) Designation

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

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

4. Please provide the following information:

- ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)
-
- ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)
-
- ☐ Lighting:
-
- ☐ Hours of operation:
-

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

5. Describe how the proposal is designed to minimize the impact on storm water facilities.

6. Describe how the development is served by water and sanitary sewer services. What services are provided and by what entity?

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.

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.

SITE PLAN AND BUILDING INFORMATION

The following information is required to evaluate the application. Please provide all the following information as additional documentation.

- ☐ Illustrate that the site plan satisfies the minimum continuous acreage requirements of [Section 64-2-23.A](#)
- ☐ Illustrate the open space.
- ☐ Illustrate available public utilities, streets, and community facilities.
- ☐ Illustrate that the site has appropriate ingress and egress.
- ☒ Illustrate how the site accommodates existing urban amenities and natural features.

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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](#).

Future Land Use Map (FLUM) Designation

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

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

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

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

- ☐ Lighting:

- ☐ Hours of operation:

- ☐ 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.

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.

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NEIGHBORHOOD MEETING DOCUMENTATION

The following are required for neighborhood meeting documentation. Please provide a statement for all items. Refer to [Section 64-5-4 of the UDC](#) for full requirements.

This section applies to any of the following applications:

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

Please verify the following documentation is provided:

- ☒ Dated Photograph(s) of the posted sign(s)
- ☒ The verified address list of surrounding property owners who were notified
- ☐ A sign-in sheet documenting meeting attendance
- ☐ Written summary or minutes of the meeting
- ☐ Copies of any site plans, building elevations or other documents provided or referenced at the meeting

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?
Meeting Date is set for July 21, 2025

2. What information was presented at the meeting?

3. What concerns were raised during the meeting?

4. Were any modifications made or considered in response to the concerns raised at the meeting?

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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

☐ Planned Development

Checklist C

☒ Rezoning, Text Amendment, or Specific Area Plan Amendments

Checklist B

☐ 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:	Ryan Patel	James F. Watkins
Firm:	A & R Development Group, LLC	Maynard Nexsen PC
Phone:	251-223-6311	251-432-0001
Email:	ryan.patel@anrgroup.com	jwatkins@maynardnexsen.com
Address:	1381 W. Fairway Dr., Gulf Shores, AL	11 N. Water St., Suite 24290, Mobile, AL 36602

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	Owner	Design Professional
Name:	RObert Biscan	
Firm:		
Phone:		
Email:		
Address:	1554 SunSt Road, Brentwood, TN 37207	

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.
250 St. Francis Street, Mobile, AL 36602 **0.53 Acres**

Property Address
Key No. 00736234

Property Area (acres or square feet)

Parcel Number(s) or Key Number(s)
T-5(i)

T-5(ii)

Present Zoning or Transect District

Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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

Owner Signature

Date

Applicant or Agent Signature (if applicable)

Date

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

Applicant or Agent Signature

Date

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CHECKLIST A

Conditional Use Permit

Requirement Checklist A is required for all Conditional Use Permits

The following information is required to evaluate applications for Conditional Use Permits. Please provide a statement for all items.

Please consult the [Use Table in Section 64-2-24](#) of the UDC as the following uses may require supplemental documentation. Select all of the uses that apply.

☐ Bed and Breakfast Establishments	☐ Daycare, Child (Home Based 7-12 Children)
☐ Community Residences	☐ Private or Parochial School
☐ Above-Ground Oil Storage Tank	☐ Hazardous Substance Storage Tank
☐ Bar/Lounge	

Have you provided the required information for the selected uses above? ☐ Yes ☐ No

The Following information is required for Conditional Use Permits. Please refer to [Section 64-10-6](#) for a full description of the requirements and verify that the following documentation is provided:

- | | |
|--|---|
| ☐ Planning Commission Application | ☐ Site Plan |
| ☐ Documentation of compliance with Approval Criteria | ☐ Neighborhood Meeting Documentation |
| ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer | |

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

Future Land Use Map (FLUM) Designation

2. Is the application compliant with [Development Standards of Article 3](#)? ☐ Yes ☐ No
If no, what are the deficiencies?

3. Describe how the application and plan is compatible with the character of the surrounding neighborhood.

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

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5. Please provide the following information:

- ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)
- ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)
- ☐ Lighting:
- ☐ Hours of operation:
- ☐ Other conditions that are unique to the use of the property:

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

☐ Yes ☐ No

7. Describe how the proposal is designed to minimize the impact on storm water facilities.

8. Describe how the development is served by water and sanitary sewer services. What services are provided and by what entity?

9. 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.

10. For Above-Ground Oil Storage Tanks, please include all information required by [Section 64-4-7](#). For Hazardous Substance Storage Tanks, please include all information required by [Section 64-4-8](#).

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Bed and Breakfast Establishments

The following information is required to evaluate applications for Conditional Use Permits for a Bed and Breakfast. Please provide a statement for all items.

1. Will the owner of the establishment reside on the site? ☐ Yes ☐ No
How many nonresident employees are proposed for the business?

2. How many guest rooms will be provided?

3. Will meals be provided? Are meals or food to be provided to any customers that are NOT overnight guests of the proposed Bed and Breakfast?

4. What is the maximum stay for guests?

SITE PLAN, BUILDING ELEVATION AND SIGN INFORMATION

The following information is required to evaluate the conditional use application. Please provide all the following information as additional documentation.

- ☐ Provide elevations of all structure on the property to illustrate that the residential nature of the neighborhood or the character of the dwelling as a residence are maintained.
- ☐ Illustrate the refuse area on the site plan (be no closer than twenty (20) feet from any property line and 100 feet from any dwelling on an adjacent lot)
- ☐ Illustrate required parking on the site plan (Minimum of two (2) off-street parking spaces for the principal occupants of the residence, and a minimum of one (1) additional parking space per guest room. The additional parking spaces shall not be located in any required front or side yard setback area and shall be screened from the view of adjacent properties.
- ☐ No more than one (1) identification sign shall be permitted for the Bed and Breakfast use. Such signs shall state only the name and street address of the establishment. It shall not exceed four (4) square feet in sign face area. No other signage or advertising copy such as Vacancy/No Vacancy, Rent/Lease, etc. is permitted.

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SUPPLEMENTAL DOCUMENTATION

Bar/Lounge

The following information is required to evaluate applications for Conditional Use Permits for a Bar/Lounge. Please provide a statement for all items.

1. Is entertainment or music to be provided? ☐ Yes ☐ No
If yes, how often will entertainment or music be provided? Will sound systems or amplification be used? What hours will entertainment or music be provided?

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

3. Describe any potential adverse effects of the proposed use and structure upon the neighborhood and how will they be mitigated.

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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SUPPLEMENTAL DOCUMENTATION

Community Residences

The following information is required to evaluate applications for Conditional Use Permits for Community Residences. Please provide a statement for all items.

1. How many unrelated persons will occupy the home?

2. Will the community residence operate as a functional family (also known as emulating a biological family) to foster community gathering?

3. Is there an existing community residence within one thousand linear feet of the proposed community residence location? ☐ Yes ☐ No

Refer to the [Alabama Department of Mental Health](#), the [Alabama Department of Public Health](#), and the [Alabama Department of Human Resources](#) for information regarding existing community residences.

If yes, provide the address of the existing community residence(s).

4. Describe how the proposed Community Residence will not alter the residential character of the surrounding neighborhood.

5. By how many individuals will the community residence exceed the as of right maximum of four (4) residents? Provide an explanation of the financial and/or therapeutic need to house the proposed number of residents.

6. What is the primary function of the proposed Community Residence? What type of treatment is provided on site?

7. Describe how the requested number of residents in the proposed Community Residence will not interfere with the normalization and community integration of the occupants of any existing Community Residence.

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SUPPLEMENTAL DOCUMENTATION

Daycare, Child (Home Based 7-12 children)

The following information is required to evaluate applications for Conditional Use Permits for Home Based Daycare. Please provide a statement for all items.

1. Is the home the primary residence of the daycare operator? ☐ Yes ☐ No
 2. Are there additional employees? ☐ Yes ☐ No
If yes, how many and do they reside at the home?
-
-

SITE PLAN AND BUILDING INFORMATION

The following are required to evaluate the conditional use application. Please provide all the following information as additional documentation.

- ☐ The outdoor play area shall be enclosed by a fence or wall at least four (4) feet in height. Please indicate on the site plan.
- ☐ The outdoor play area shall be adequate in size to accommodate the number of children served but in no event may be less than the number required of the [Alabama Department of Human Resources](#).
- ☐ All parking shall comply with the Parking Requirements of Article 3, Section 12, except that the parking and driveway may be of an Approved Alternative Paving Surface, and shall comply with the size, location, and other specification requirements set forth in [Section 64-3-12](#).
- ☐ The following minimum amount of off-street parking must be provided:
 - ☐ The minimum number required for residences as set forth in [Section 64-3-12](#) and [Table 64-3-12.1](#) (i.e., two (2) per dwelling unit for a single-family detached dwelling); plus
 - ☐ One (1) space for each employee who is not a full-time permanent resident of the home; plus
 - ☐ One (1) space for every three (3) children that the home daycare is licensed to serve by the Department of Human Resources.
- ☐ The indoor floor space of the home must be adequate in size to accommodate the number of children served but in no event may be less than the number required of the [Alabama Department of Human Resources](#).

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SUPPLEMENTAL DOCUMENTATION

Private or Parochial Schools

The following information is required to evaluate the conditional use application. Please provide all the following information as additional documentation.

SITE PLAN

- ☐ Building coverage shall not exceed forty (40) percent of the total lot area.
- ☐ Not less than two (2) off-street parking spaces per classroom shall be provided for an elementary school, three (3) per classroom for a junior high school and eight (8) per classroom for a senior high school.
- ☐ Minimum yard dimensions should be: Front Yard depth, thirty (30) feet; Side Yard width, forty (40) feet; Rear Yard depth, forty (40) feet, provided that each of these dimensions should be increased by one foot for every foot by which the height of the building exceeds thirty-five (35) feet.
- ☐ Playgrounds, play fields and other active recreation facilities should not extend into required yards, and no structure for seating spectators at athletic events (except a gymnasium or auditorium completely enclosed within a building) should be located closer than two hundred (200) feet to any residential propertyline.
 - ☐ One off-street parking space should be provided for every three (3) spectator seats in any such facility.
- ☐ Off-street school bus loading spaces should be provided when school buses are to be used.
- ☐ Fences or planted buffer strips should be provided as determined by the Board to be necessary for safety purposes or to minimize possible adverse effects upon adjacent property.

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CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

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

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

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

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

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

Developer is proposing to develop vacant lot as a 140+/- room branded hotel. The site is located in teh Downtown area under the Map for Mobile.

In the Downtonw District, in-fill development is encouraged. A hotel use increases the mix of uses along this corridor of St. Francis Street.

In this area, uses include churches, retail, commercial offices, commercial storage, restuarants, and residential uses.

Downtown

T-5(ii)

Future Land Use Map (FLUM) Designation

Requested Zoning

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

If yes, describe the error

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

Additional hotel rooms in teh Downtown District will promote tourism and enhance Mobile's ability to attract additional tourists and convention business.

The development of hte site will take a vacant parcel and create an anchor for activity in this area between Dauphin and St. Louis Streets.

Development of the site as a hotel will increase tax revenue forthe City and COUnty through lodging and ad valorem taxes.

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

Redevelopment of hte Downtown District has brough additional tourists and businesses to the area. The construction ofhte new Civic Center and the relocation of teh Mobile Airport to Brokley Field will increase demand for hotel rooms in the Downtown District. Improvements to the Convention Center, growth in tourism in the Africatown Community and renovations to the Battleship all point to increased tourism in the downtown area and evidences a need for additional hotel rooms. Current zoning allows small hotel on site, but developer's plan woudl be for a room count exceeding what is allowed.

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

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

The Downtown Area continues to see renovation of existing structures as well as new construction, all leading to more people visiting the area.

The construction of a new Civic Center as well as the relocation of the Mobile Airport to Brookley Field will further fuel growth of visitors to Downtown

Work in the area is a mix of restoration of historic buildings as well as new construction.

2. Describe the surrounding land uses.

Within a several block radius of the site there is a significant mix of residential, commercial office, retail, church, restaurant and hotel uses.

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

Given the location of the site in the Downtown District, and the various uses already in close proximity to the site, there would be minimal, if any, adverse impact on neighboring properties. The proposed building height is comparable to the nearby church and existing hotels and office buildings nearby. There could be an increase in parking required for this proposed use but the developer is providing some on-site parking and there are a number of existing surface lots within 1-2 blocks of the site which would mitigate that issue.

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

The Downtown District has sufficient infrastructure in place to support the proposed use.

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

Development of additional hotel rooms will support growth of the Downtown District as a tourist destination as well as support attracting conventions to the area.

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

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CHECKLIST C

Planned Development

The following are required to evaluate applications for Planned Developments. Please provide a statement for all prompts.

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 | ☐ Dimensional and Design Standards, per Section 64-2-23.D |
| ☐ Neighborhood Meeting documentation | ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer |
| ☐ A Concept Plan | ☐ List of Permitted uses, per Section 64-2-23.C |

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

Future Land Use Map (FLUM) Designation

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

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

4. Please provide the following information:

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

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

- ☐ Lighting:

- ☐ Hours of operation:

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

5. Describe how the proposal is designed to minimize the impact on storm water facilities.

6. Describe how the development is served by water and sanitary sewer services. What services are provided and by what entity?

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.

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.

SITE PLAN AND BUILDING INFORMATION

The following information is required to evaluate the application. Please provide all the following information as additional documentation.

- ☐ Illustrate that the site plan satisfies the minimum continuous acreage requirements of [Section 64-2-23.A](#)
- ☐ Illustrate the open space.
- ☐ Illustrate available public utilities, streets, and community facilities.
- ☐ Illustrate that the site has appropriate ingress and egress.
- ☒ Illustrate how the site accommodates existing urban amenities and natural features.

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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](#).

Future Land Use Map (FLUM) Designation

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

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

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

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

- ☐ Lighting:

- ☐ Hours of operation:

- ☐ 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.

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.

NEIGHBORHOOD MEETING DOCUMENTATION

The following are required for neighborhood meeting documentation. Please provide a statement for all items. Refer to [Section 64-5-4 of the UDC](#) for full requirements.

This section applies to any of the following applications:

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

Please verify the following documentation is provided:

- ☒ Dated Photograph(s) of the posted sign(s)
- ☒ The verified address list of surrounding property owners who were notified
- ☐ A sign-in sheet documenting meeting attendance
- ☐ Written summary or minutes of the meeting
- ☐ Copies of any site plans, building elevations or other documents provided or referenced at the meeting

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?

Meeting Date is set for July 21, 2025

2. What information was presented at the meeting?

3. What concerns were raised during the meeting?

4. Were any modifications made or considered in response to the concerns raised at the meeting?

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Plan Submission Contact Information

Name of Project A & R Group Home 2

Address 250 St. Francis Street, Mobile, AL 36602

Owner Robert Biscan

Address [REDACTED] Zip Code **37207**

Phone _____ Fax: _____ Email _____

Authorized Agent [REDACTED]

Address [REDACTED] Zip Code 36602

Phone _____ Fax _____ Email _____

Contractor _____

Address _____ **Zip Code** _____

Phone _____ **Fax** _____ **Email** _____

Civil Engineer _____

Address _____ **Zip Code** _____

Phone _____ **Fax** _____ **Email** _____

Architect

Address _____ **Zip Code** _____

Phone _____ **Fax** _____ **Email** _____

Submitted by: _____

Signature	Print	
-----------	-------	--

Date	Affiliation to project/Organization
------	-------------------------------------



Plan Submission Contact Information

Name of Project A & R Group Home 2

Address 250 St. Francis Street, Mobile, AL 36602

Owner Robert Biscan

Address 1554 Sunset Road, Brentwood, TN Zip Code 37207

Phone _____ Fax _____ Email _____

Authorized Agent James F. Watkins, Maynard Nexsen PC

Address 11 North Water Street, Suite 24290, Mobile, AL Zip Code 36602

Phone _____ Fax _____ Email _____

Contractor _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Civil Engineer _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Architect _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Submitted by: _____

Signature _____ Print James F. Watkins

Date 7/14/25 Affiliation to project/Organization Applicant Agency

CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

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

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

- | | |
|---|--|
| ☒ Planning Commission Application | ☒ A Concept Plan or Site Plan due to complexity of project or if required by Planning Commission |
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A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

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

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Downtown

T-5(ii)

Future Land Use Map (FLUM) Designation

Requested Zoning

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

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RE: Ryan Patel, A&R Development Group, LLC (ZON-UDC-003414-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>

Date Mon 7/14/2025 2:04 PM

To James F. Watkins <jwatkins@maynardnexasen.com>

Good afternoon,

We have completed our review of the above-referenced Rezoning application and determined that it is **partially complete**.

An invoice for the application fees has been issued. Once payment is received, the application will be placed on the appropriate Planning Commission agenda. However, **the following items must be addressed before the application can be considered complete for Planning Commission review:**

1. Neighborhood Meeting Documentation:

Complete and compliant Neighborhood Meeting documentation must be submitted to the Planning and Zoning Department **by 4:30 PM on Wednesday, August 6, 2025**.

Note: To date, only dated photographs of the Neighborhood Meetings signs have been received.

2. DWG File Submission: If you have not already done so, please submit the **DWG AutoCAD file** for the conceptual plan to our GIS staff. For your convenience, **Marine** and **Tori** have been copied on this message.

If the application fees are paid **by noon on Monday, July 21, 2025**, the case will be scheduled for the **August 21, 2025 Planning Commission** agenda. However, please note that if the Neighborhood Meeting documentation is not received by the stated deadline, the application will be held until all outstanding requirements are satisfied.

IMPORTANT

The City of Mobile Planning and Zoning Department will **never request payment via wire transfer** or any other suspicious method. If you receive any questionable communication claiming to be from our department, please report it immediately to: planning@cityofmobile.org.

If you have any questions or need further assistance, please don't hesitate to reach out.

Regards,

Logan Anderson

Principal Planner

Planning & Zoning



dlogananderson@cityofmobile.org

(251) 208-5895 main

July 1, 2025

Urban Development Department

Planning Section

P.O. Box 1827

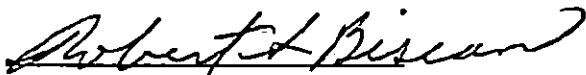
Mobile, AL 36633

RE: Application for re-zoning
250 St. Francis Street, Mobile, Alabama

Ladies and Gentlemen,

Please accept this letter as my approval and authorization designating A & R Development Group, L.L.C. and/or James F. Watkins of Maynard Nexsen, PC, as its agent, as parties authorized to submit an application for rezoning of the property located at 250 St. Francis Street, Mobile, Alabama 36602.

Sincerely,



Robert S. Biscan

[Redacted]

[Redacted]

July 1, 2025

Urban Development Department

Planning Section

P.O. Box 1827

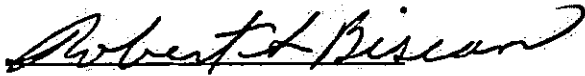
Mobile, AL 36633

RE: Application for re-zoning
 250 St. Francis Street, Mobile, Alabama

Ladies and Gentlemen,

Please accept this letter as my approval and authorization designating A & R Development Group, L.L.C. and/or James F. Watkins of Maynard Nexsen, PC, as its agent, as parties authorized to submit an application for rezoning of the property located at 250 St. Francis Street, Mobile, Alabama 36602.

Sincerely,



Robert S. Biscan

1554 Sunset Road

Brentwood, TN 37027

James F. Watkins
Direct 251.432.0023
E-mail jwatkins@maynardnexsen.com



July 24, 2025

HAND DELIVERED

Mr. Logan Anderson
City of Mobile Planning and Zoning
205 Government Street
3rd Floor, South Tower
Mobile, Alabama 36602

Re: A & R Development Group, LLC
Neighborhood Meeting – July 21, 2025 - Documentation

Dear Mr. ^{Logan}Anderson:

Enclosed is a Neighborhood Meeting Cover Sheet with attached required documentation collected for the project and proposed re-zoning of the property at 250 St. Francis Street from T-5(i) to T5(ii).

If you have any questions concerning the above, please feel free to contact me.

Very truly yours,

James F. Watkins

JFW/lbr

Enclosures

PLANNING AND ZONING
24 JUL 2025 PM12:12



City of Mobile · Planning & Zoning
Neighborhood Meeting Cover Sheet

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

Date of Submittal: 7/24/25

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

Neighborhood Meeting Date: 7/21/25

Neighborhood Meeting Time: 5:00

Neighborhood Meeting Location: Ben May Public Library

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

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

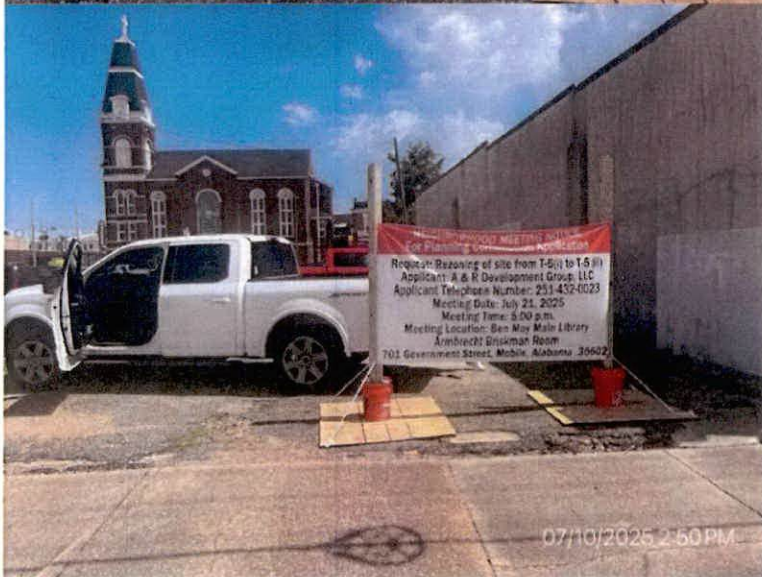
Applicant's Name: ASR Development Group, LLC / James F Watkins - Agent
(First Name & Last Name)

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

X  Date: 7/24/25

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

These have date and time. I just downloaded, called Datestamper. Process was pretty easy.



BISCAN ROBERT S
1554 SUNSET RD
BRENTWOOD, TN 37027

LEE DEVELOPMENT LLC
PO BOX 2167
MOBILE, AL 36652

MCNEELY MARION BASIL & JEANNINE S
MCNEELY
5519 RICHMOND RD
MOBILE, AL 36608

COTTAGE HILL BAPTIST CHURCH
4255 COTTAGE HILL RD
MOBILE, AL 36609

ADAMS SAMUEL RUSSELL C/O FIRST HORIZON
BANK TRUST RE
4385 POPLAR AVE
MEMPHIS, TN 38117

YAUPON LLC
PO BOX 3086
MOBILE, AL 36652

BWS-LD 2010 PROPERTIES, LP (51%), KIDCO,
LLC (39%), B COMPANY, LLC (10%)
3201 DAUPHIN ST, STE A
MOBILE, AL 36606

PAGE & JONES INC
52 N JACKSON ST
MOBILE, AL 36602

BBS INVESTMENTS LLC
PO BOX 1125
SARALAND, AL 36571

UNITED WAY OF SOUTHWEST ALABAMA INC
PO BOX 89
MOBILE, AL 36601

LEE DEVELOPMENT LLC AN ALABAMA
LIMITED LIABILITY C/O MR MICHAEL B LEE
52 N JACKSON ST
MOBILE, AL 36602

L F I FORT PIERCE INC A FLORIDA
CORPORATION
PO BOX 1380
LAKE WORTH, FL 33460

NAMAN DAVID JOHN & LEANNE COOKE
204 DAUPHIN ST
MOBILE, AL 36602

CAWTHON REAL ESTATE CORP C/O BIENVILLE
SQUARE HOTEL LLC ATTN: MIKE COWART
4 OFFICE PARK CIR STE 304
MOUNTAIN BROOK, AL 35223

ALMA ASSOCIATES LLC
216 SAINT FRANCIS ST
MOBILE, AL 36602

PERRYMAN WILLIAM S III & KATHRYN S
PERRYMAN
380 COUNTY ROAD 26
PINE APPLE, AL 36768

ANDERSON KEVIN S
51 N JACKSON ST
MOBILE, AL 36602

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PO BOX 291
MOBILE, AL 36601

WGB PROPERTIES LLC
PO BOX 851013
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ACE LAND LLC C/O G5 REALTY LLC
2850 W MAIN ST
MOBILE, AL 36612

MOORER LARRY C & STELLA G
656 RIDGEWOOD DR
DAPHNE, AL 36526

GSA MOBILE LLC C/O NET LEASE
CAPITAL ADVISORS LLC
10 TARA BLVD STE 501
NASHUA, NH 03062

LAFAYETTE LAND ACQUISITIONS LLC
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MOBILE, AL 36603

UNITED WAY OF SOUTHWEST
ALABAMA INC
PO DRAWER 89
MOBILE, AL 36601

ANDERSON KEVIN SCOTT
51 JACKSON ST N
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MOBILE, AL 36605

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350 E DURHAM DR
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& LESLIE E BUERGER IV
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NIKOLAUS JOHN KRUEGER
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BERBERICH
PO BOX 1125
SARALAND, AL 36571

MOORER LARRY C & STELLA G
656 RIDGEWOOD DR
DAPHNE, AL 36526

QUIMBY H WENDELL
PO BOX 6673
MOBILE, AL 36660

MONAHAN 250 LLC C/O MARY
MARGARET MONAHAN
300 E DELWOOD DR
MOBILE, AL 36606

CAP AND COMPANY LLC
5908 SHENANDOAH RD S
MOBILE, AL 36608

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308 SAINT MICHAEL ST
MOBILE, AL 36602

BEASLEY ALLEN LLC
218 COMMERCE ST
MONTGOMERY, AL 36104

N D CUNNINGHAM & CO INC
PO BOX 15
MOBILE, AL 36601

Notice of Neighborhood Meeting

July 2, 2025

Dear Property Owner(s):

This letter is to inform you that a Neighborhood Meeting has been scheduled to discuss the following application that A & R Development Group, L.L.C., or its assigns, will be submitting to the Mobile City Planning Commission:

Application for Zoning Change to rezone the property at 250 St. Francis Street, Mobile, Alabama 36602 from T-5.1 Mixed Use – Medium Intensity to T-5.2 – Mixed Use – Medium Intensity

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

July 21, 2025

5:00 p.m

Ben May Main Library

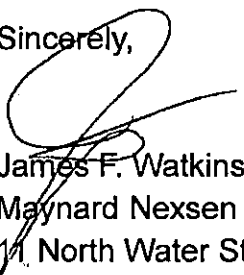
Armbrecht Briskman Meeting Room

701 Government Street

Mobile, Alabama 36602

You are receiving this notice because your property is located within 300 feet of 250 St. Francis Street, Mobile, Alabama, in compliance with the notification requirements of Article 5 of the City of Mobile Unified Development Code (UDC). You or your agent are invited to attend the Neighborhood Meeting to learn more about the above-referenced application, ask questions, and present your views.

Sincerely,


James F. Watkins, as agent for applicant
Maynard Nexsen PC
11 North Water Street, Suite 24290
Mobile, Alabama 36602
(251) 432-0001
Jwatkins@maynardnexsen.com

Neighborhood Meeting

Date: July 21, 2025

Time: 5:00 p.m.

Location of Neighborhood Meeting: Ben May Main Library
701 Government Street, Mobile, AL 36602

Project Location: 250 St. Francis Street, Mobile, AL

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

Re-zoning - T5(L) to T(5)(L)

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

X  Date: 7/24/25

Please Sign In:

Name: James F. Watkins Email: jwatkins@maynardnessen.com

Address: 11 N. Water St. Suite 24290 Phone: 251-432-0001
Mobile, AL 36602

Name: Zach Hayf Email: zach@anrgroup.com

Address: 1585 Gulf Shores Pkwy Gulf Shores, AL Phone: 251-979-5763
36542

Name: ROBERT ADAM Email: _____

Address: 300 DAUPHIN ST MOBILE AL Phone: 251-776-8538
36602

Name: Bay Halpern Email: _____

Address: 351 Central St. Apt. 317 Phone: 615-278-0091

Neighborhood Meeting Sign-In Sheet

Date: _____

Applicant: _____

Meeting Location: _____

Application(s): _____

Name: JOAN HOFFMAN Email: _____

Address: 13 N. JULIA ST. Phone: 251-776-3874

Name: Mya Falgout Email: WKRG

Address: _____ Phone: _____

Name: Lucy Cope Email: LucyCope@aol.com

Address: 3080 ST LOUIS Phone: 857-480-3803

Name: Lee Weissinger Email: lee.weissinger@gmail.com

Address: 254 N Jackson St mobile Phone: 617 423 0882

Name: Colin CAMPBELL Email: _____

Address: 1104 OLD STARKEN Phone: 872-257-4500

Name: David Cagle Email: david@mydowntownchuck.com

Address: 251 St. Francis St. Phone: 251-447-4407

Name: Martin Cunningham Email: Martin.Cunningham@DT

Address: 205 ST. LOUIS ST. Phone: 251 610-1006

Name: DICK BUCHANAN Email: dick@buchananlibertarian.com

Address: P.O. Box 2105, MOBILE, AL 36601 Phone: 251-349-2245

Neighborhood Meeting Sign-In Sheet

Date: _____

Meeting Location: _____

Applicant: _____

Application(s): _____

Name: Jeremy Milling Email: jeremy@millingre.com
Address: 220 St. Michael Street Phone: (251) 421-0919

Name: Margo Alderton Email: firehosewinebar@yahoo.com
Address: 216 Saint Francis Phone: 917-684-0330

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

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

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

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

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

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

Neighborhood Meeting Summary

Meeting Date: July 21, 2025

Meeting Time: 5:00 p.m.

Meeting Location: Ben Mays Library - Mobile
701 Government Street, Mobile 36602

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

The applicant is requesting to re-zone property at 250
St. Francis Street from T-5(i) to T-5(ii) in order to
build a 5 story, 132 +/- room branded hotel.

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

A site plan and floor design were provided on both
a large format and handout version. Scale renderings
and ~~aerial~~ aerial view renderings were also provided.

Please attach copies of the distributed information to this summary.

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

Please see attached summary.

Neighborhood Meeting
July 21, 2025
A & R Development Group, LLC

The meeting was called to order at 5:00 pm on Monday July 21, 2025. James Watkins, attorney for the applicant, introduced the project and the proposal for re-zoning the property at 250 St. Francis Street from T-5(i) to T-5(ii). The need for the re-zoning was to allow a greater building height and a larger room count in the proposed hotel. Copies of the site plan and the scaling renderings were placed around the room for attendees to view. Mr. Watkins referred to the elevations and reminded the attendees that the re-zoning was not site plan specific, but the exhibits were being provided to give people an indication of what a hotel on the site might look like.

Mr. Watkins introduced Zach Hoyt, the President of A & R Development Group, LLC, the developer of the project, who discussed his company's history in Mobile and other hotel properties they owned and operated in Mobile and Baldwin Counties. He described the project including the height, floor and room count, and timeline for development. He indicated that the expectation was that the building would be 73,000 +/- square feet in size, would have 5 floors and approximately 132 rooms. He expected to commence construction in the second quarter of 2026 and be complete in the fourth quarter of 2027, and 18 month construction timeline. After his presentation he opened the floor for questions.

Attendees asked questions (answers were by both Mr. Hoyt and Mr. Watkins):

Q. Is the site in a historic district.

A. The site is in the DDD but not in a historic district. That answer was corrected as the site is a historic district.

Q. Are the renderings what will be built? Comments were made that the drawings were "ugly" and "really obnoxious". "The building looks like something you would see on the side of the highway, not downtown Mobile".

A. The renderings are to reflect scale of the building. No formal design drawings have been commissioned yet. Developer wanted to get entitlements in place before they engaged the architects. Ultimately the building design would have to meet the

Downtown Development District requirements and any other codes or ordinances governing the site.

Q. Why are you coming into downtown Mobile? What are the economics?

A. The proposed Home2 Suites brand is an extended stay format. Downtown Mobile has several hotel offerings but not much in the extended stay category. Additionally, with the new civic center and the move of the airport to Brookley, the return of the cruise ship and AmTrack service, the developer believes there will be an increase in hotel demand in the area.

Q. A St. Francis Street resident asked about stormwater given some street flooding in the area. They also asked about whether the building would be on a slab or if pilings would be required.

A. The site will be developed in accordance with the City Storm Water Ordinance. The engineering plans on drainage and whether a slab or piles would be used had not been determined at this stage.

Q. How would the hotel handle parking? There did not appear from the plans to be a lot of on-site parking.

A. The developer group has secured a long term lease for an adjacent parking lot to allow for hotel guests to have nearby parking.

Q. Would developer employ semi-permeable surfacing to reduce stormwater from parking lots?

A. Developer was not sure what surfacing would be but would be willing to consider that if a viable option.

Q. Will there be any commercial uses as a part of the building? Bar, restaurants, shops?

A. There will be no non-hotel guest amenities built into this facility.

Q. The pastor from the church across St. Francis asked about the construction schedule and whether any streets would be closed and, if so, for how long.

A. The project is expected to be 18 months of construction. At this time the developer was not aware as to whether any streets would be required to be closed.

Q. What was the landscaping plan for the site?

A. No landscape plan was completed yet. The site would comply with the ordinance.

Q. Would the operator of the hotel offer memberships for neighbors to use the pool at the hotel like the Battle House?

A. No.

At the end of the question and answer period there were several additional comments about the architecture of the building and things that could be done to make it feel more like a part of downtown. Attendees pointed to the Hilton Garden Inn and the Hampton Inn as examples of incorporating architectural elements that made those buildings a better fit in the downtown area. The developer took note of those comments.

The meeting was closed at 6:30.

HOME2SUITES

GUESTROOM MATRIX

	AREA	STUDIO	1BDRM
1ST	10,750SF		
2ND	15,572SF	30	3
3RD	15,572SF	30	3
4TH	15,572SF	30	3
5TH	15,572SF	30	3
TOTAL	73,038SF	120	12

132 KEYS

553 SF/KEY

BUILDING INFO:

1. ALL ROOF SURFACES ARE FLAT AND WILL HAVE WHITE TPO MEMBRANE ROOF
2. HVAC EQUIPMENT WILL BE ROOF MOUNTED AND SCREENED
3. ALL GLAZING WILL BE CLEAR W/ NO TINTING
4. DUMPSTER ENCLOSURE WILL BE 8' TALL MASONRY WALLS W/ BRICK VENEER EXTERIOR, METAL COPING AND METAL GATES.

PROPOSED ELECTRICAL TRANSFORMER LOCATION

PROPOSED FIRE RISER ROOM W/ FD CONN.

0' SETBACK PER LOWER DAUPHIN ST. HISTORIC DISTRICT

12'-6"

SECONDARY HOTEL ENTRANCE

COVERED GUEST DROP
HOTEL ENTRANCE

SIDEWALK TO STREET

24'-0"

0' SETBACK PER LOWER DAUPHIN ST. HISTORIC DISTRICT

ST MICHAELS ST.

ST FRANCIS ST.

N. JOACHIM ST.

GROUND LEVEL

SCALE: 1" = 30'-0"

FENESTRATION CALCULATIONS

Primary Street Frontage

North Joachim St. - Street Level
182' Tot. Length / 144' Glazing = 79%
North Joachim St. - Upper Typical Level
182' Tot. Length / 66.5' Glazing = 37%

St Francis St. - Street Level
117' Tot. Length / 64' Glazing = 54%
St Francis St. - Upper Level Typical
138' Tot. Length / 51.5' Glazing = 37%

St Michael St. - Street Level
43' Tot. Length / 18' Glazing = 42%
St Michael St. - Upper Level Typical
64' Tot. Length / 17' Glazing = 26.5%

TYPICAL LEVEL

SCALE: 1" = 30'-0"



RIVERMONTARYLAND
DEVELOPMENT GROUP

HOME2SUITES

Mobile Alabama

10 May 2024













RDG
RIVERMONT
DEVELOPMENT GROUP

HOME2SUITES
Mobile, Alabama

10 May 2024

BCA **BCA-STUDIOS**
ARCHITECTS
GAINESVILLE • ATLANTA

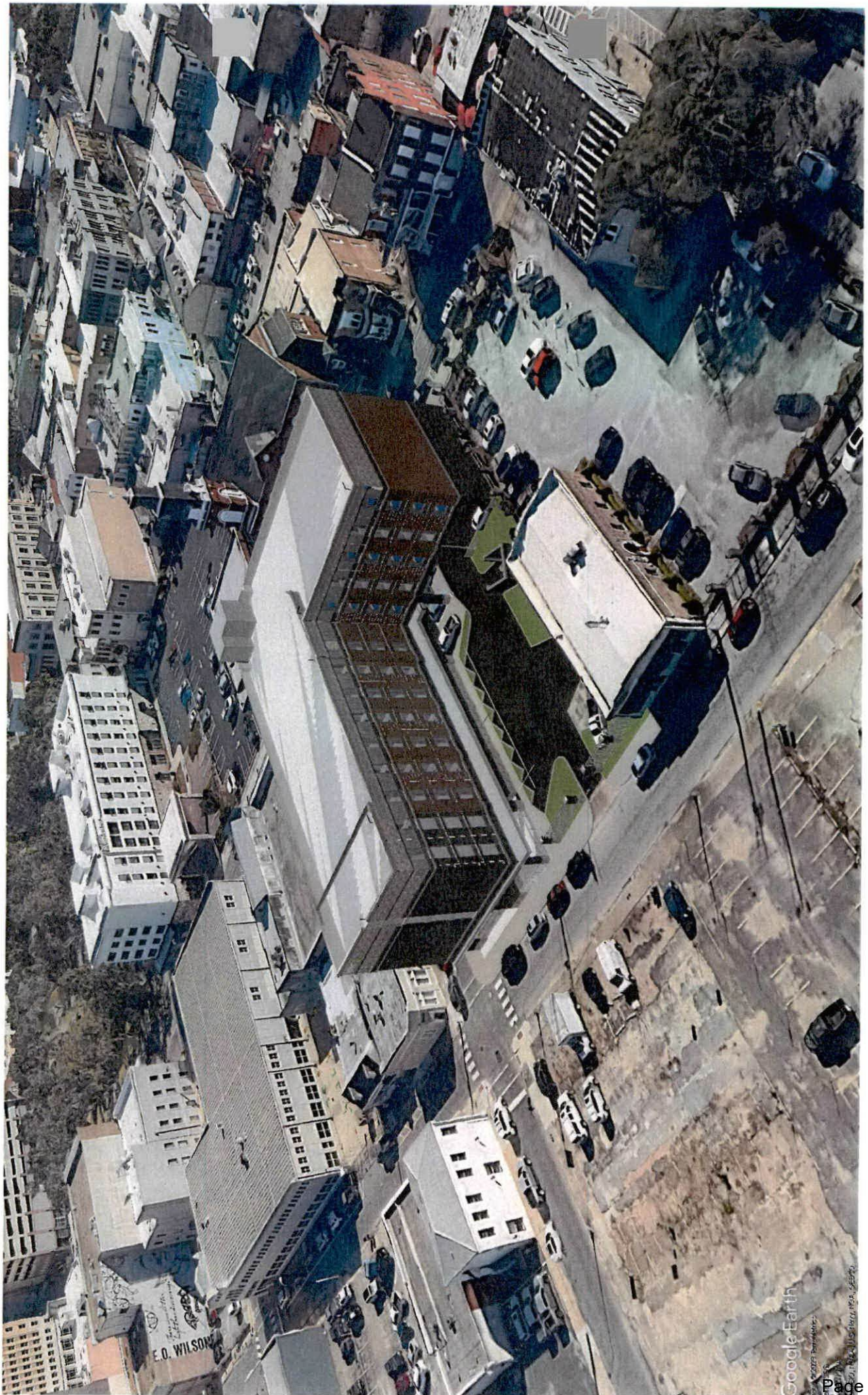




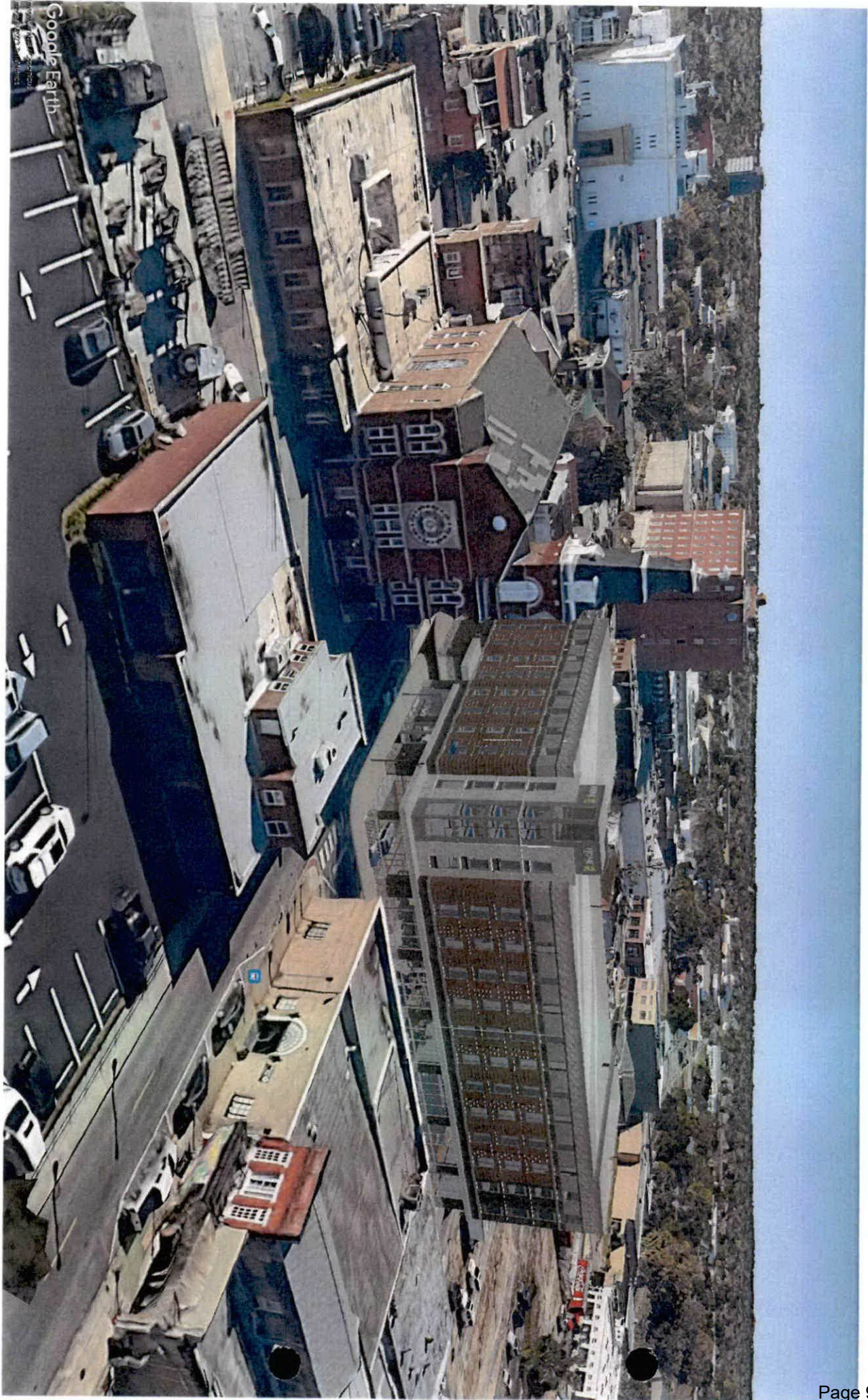




Google Earth
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BISCAN ROBERT S
1554 SUNSET RD
BRENTWOOD, TN 37027

LEE DEVELOPMENT LLC
PO BOX 2167
MOBILE, AL 36652

MCNEELY MARION BASIL & JEANNINE S
MCNEELY
5519 RICHMOND RD
MOBILE, AL 36608

COTTAGE HILL BAPTIST CHURCH
4255 COTTAGE HILL RD
MOBILE, AL 36609

ADAMS SAMUEL RUSSELL C/O FIRST HORIZON
BANK TRUST RE
4385 POPLAR AVE
MEMPHIS, TN 38117

YAUPON LLC
PO BOX 3086
MOBILE, AL 36652

BWS-LD 2010 PROPERTIES, LP (51%), KIDCO,
LLC (39%), B COMPANY, LLC (10%)
3201 DAUPHIN ST, STE A
MOBILE, AL 36606

PAGE & JONES INC
52 N JACKSON ST
MOBILE, AL 36602

BBS INVESTMENTS LLC
PO BOX 1125
SARALAND, AL 36571

UNITED WAY OF SOUTHWEST ALABAMA INC
PO BOX 89
MOBILE, AL 36601

LEE DEVELOPMENT LLC AN ALABAMA
LIMITED LIABILITY C/O MR MICHAEL B LEE
52 N JACKSON ST
MOBILE, AL 36602

L F I FORT PIERCE INC A FLORIDA
CORPORATION
PO BOX 1380
LAKE WORTH, FL 33460

NAMAN DAVID JOHN & LEANNE COOKE
204 DAUPHIN ST
MOBILE, AL 36602

CAWTHON REAL ESTATE CORP C/O BIENVILLE
SQUARE HOTEL LLC ATTN: MIKE COWART
4 OFFICE PARK CIR STE 304
MOUNTAIN BROOK, AL 35223

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216 SAINT FRANCIS ST
MOBILE, AL 36602

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James F. Watkins
Maynard Nexsen PC
11 N. Water Street
Suite 24290
Mobile, Alabama 36602

N D CUNNINGHAM & CO INC
PO BOX 15
MOBILE, AL 36601

A & R Development Group, LLC
1381 W. Fairway Drive
Gulf Shores, AL 36542



Agenda Item # 8

ZON-UDC-003414-2025

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

[Applicant Materials for Consideration](#)

DETAILS

Location:

250 Saint Francis Street

Applicant / Agent:

Ryan Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)

Property Owner:

Robert Biscan

Current Zoning:

T-5.1 Sub-District of the Downtown Development District

Proposed Zoning:

T-5.2 Sub-District of the Downtown Development District

Future Land Use:

Downtown

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Map for Mobile Comprehensive Plan

Proposal:

- Amendment to the the Downtown Development District Regulating Plan to Rezone the property from T-5.1 to T-5.2
Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

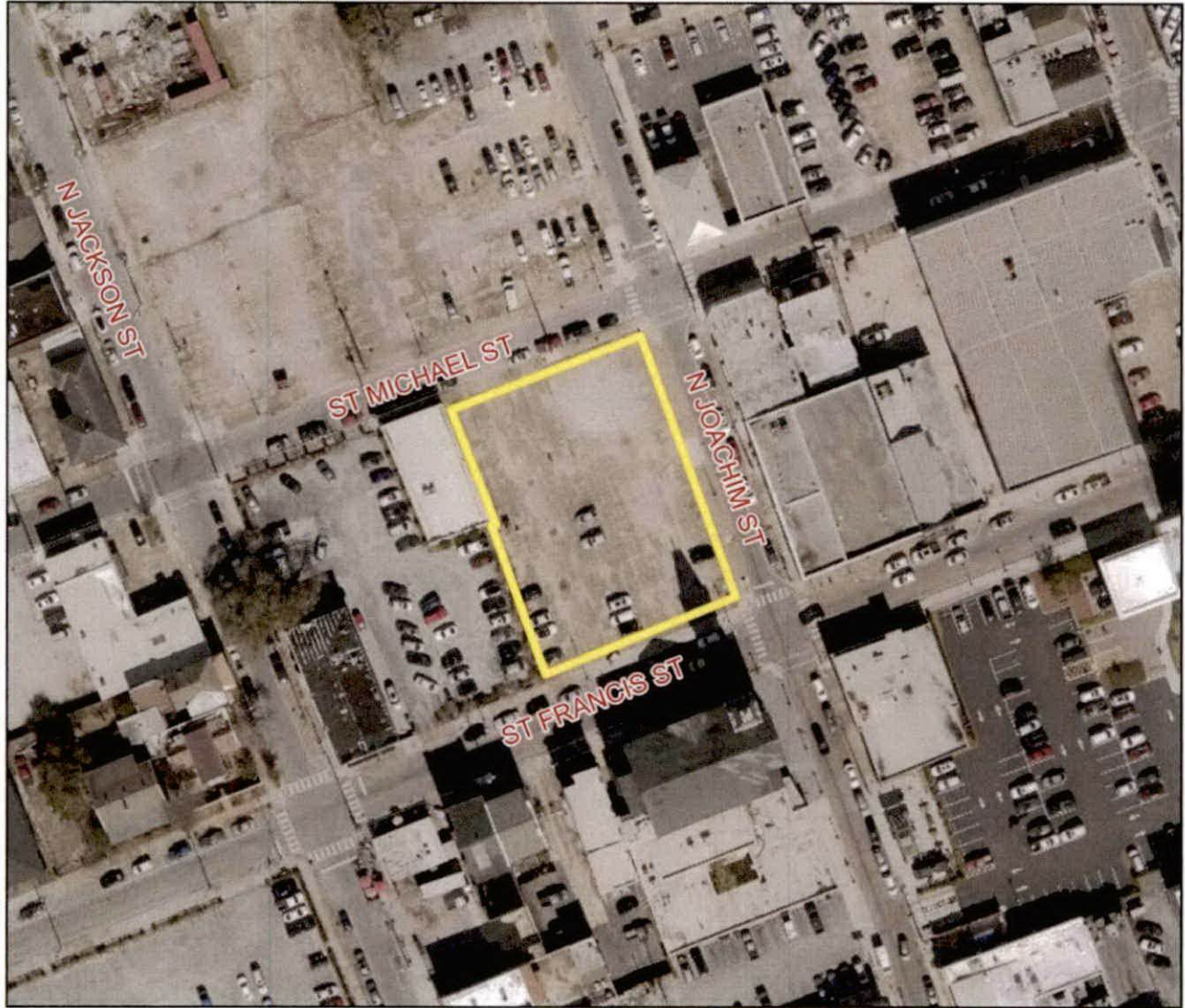
Commission Considerations:

1. Rezoning with one (1) condition.

Report Contents:

	Page
Context Map	2
Site History	3
Staff Comments	3
Commission Considerations	5
Exhibits	6

PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by miscellaneous commercial and residential units.

APPLICATION NUMBER 8 DATE August 21, 2025
 APPLICANT Ryan Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)
 REQUEST Rezoning from T-5.1 to T-5.2



SITE HISTORY

In March 2008, the site was before the Planning Commission for a one-lot Subdivision, Condominium Subdivision, which was recorded in Probate Court.

In January 2014, the City Council rezoned the site from B-4 to T-5.1, with the adoption of the Downtown Development District.

There have been no other cases for the site before the Planning Commission or the Board of Zoning Adjustment.

STAFF COMMENTS

Engineering Comments:

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

Traffic Engineering Comments:

Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Appendix A, Section 9.C 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 located within the City Limits of Mobile shall comply with the provisions of the City of Mobile Fire Code Ordinance, which adopts the 2021 edition of the International Fire Code (IFC).

Fire apparatus access roads shall be provided to within 150 feet of all non-sprinklered commercial buildings and within 300 feet of all sprinklered commercial buildings, as measured along an approved route around the exterior of the facility.

An approved fire water supply capable of meeting the requirements set forth in Appendices B and C of the 2021 IFC shall be provided for all commercial buildings.

Fire hydrant placement shall comply with the following minimum standards:

- Within 400 feet of non-sprinklered commercial buildings
- Within 600 feet of sprinklered commercial buildings
- Within 100 feet of fire department connections (FDCs) serving standpipe or sprinkler systems

Although the International Residential Code (IRC) functions as a stand-alone document for the construction of one- and two-family dwellings and townhouses, it does not govern the design or layout of emergency access or community-level fire protection infrastructure. Therefore, residential developments must also comply with the applicable requirements of the International Fire Code, including, but not limited to, those listed above concerning the design, construction, regulation, and maintenance of fire apparatus access roads and fire protection water supplies.

Planning Comments:

The applicant is requesting an amendment to the Downtown Development District Regulating Plan to Rezone the property from T-5.1 to T-5.2.

A detailed description of the proposed request is available via the link on Page 1 of this report.

The site abuts properties to the West that are currently zoned T-5.1 and used as an office and a parking lot. To the North, across St. Michael Street is a T-5.1 property developed as a parking lot. To the South, across St. Francis Street, are a church and an office, both zoned T-5.1. Properties to the East, across North Joachim Street, are zoned T-5.2 and are occupied by offices.

The site plan submitted with the rezoning application has been submitted to the Consolidated Review Committee (CRC) for review, and has been found to have several aspects that either needed additional information provided, needed to be revised to comply, or required a variance to be granted by the Board of Zoning Adjustment.

It should be noted that the site is located in the Lower Dauphin Street Historic District, therefore any development will require a Certificate of Approval from the Architectural Review Board (ARB).

REZONING CONSIDERATIONS

Standards of Review:

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

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

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

- A. Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;
- B. Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and
- C. Compatibility. Whether the proposed amendment is compatible with:
 - The current development trends, if any, in the vicinity of the subject property;
 - Surrounding land uses;
 - Would adversely impact neighboring properties; or
 - Cause a loss in property values.
- D. Health, Safety and General Welfare. Whether the proposed amendment promotes the community's public health, safety, and general welfare;
- E. Capacity. Whether the infrastructure is in place to accommodate the proposed amendment; and
- F. Change. Whether changed or changing conditions in a particular area make an amendment necessary and desirable.
- G. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

The Downtown Development District (DDD) regulations state in Appendix A, Section 4.E.1. the following criteria for adjustments to the transect sub-district, including:

- (a) Increases to the next higher transect sub-district provided the lot is adjacent to a lot of the higher transect sub-district for which the increase is requested. Adjustments to transect sub-districts require approval by the Planning Commission and City Council.
- (b) Reconciliations of transect sub-district require approval by the Planning Commission and City Council.
- (c) Modifications of boundaries resulting in a change from SD-WH to an adjacent mapped transect sub-district require approval by the Planning Commission and City Council.

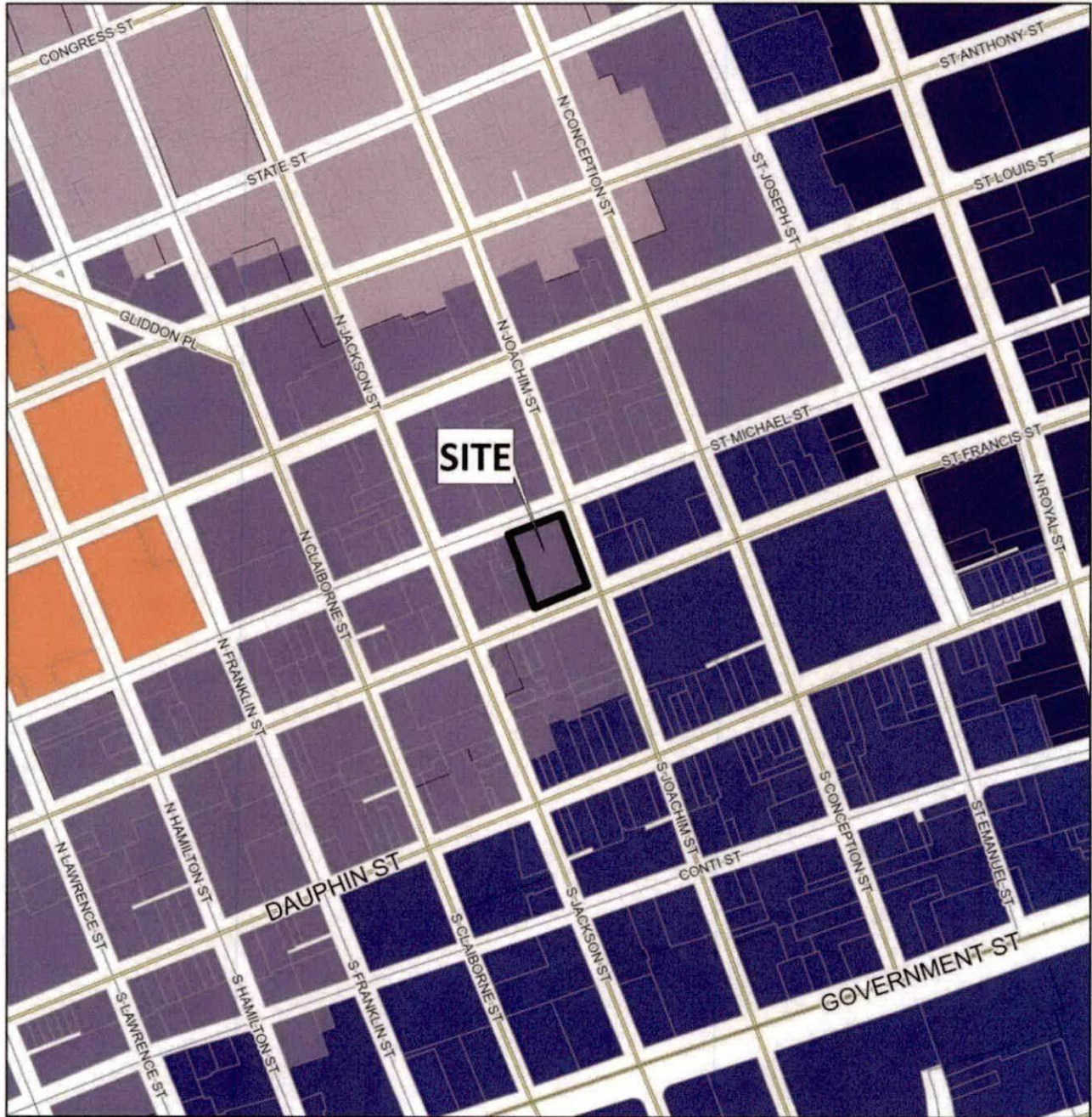
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the request to the City Council to Rezone the site to T-5.2, the following condition should apply:

1. Full compliance with all other municipal codes and ordinances.

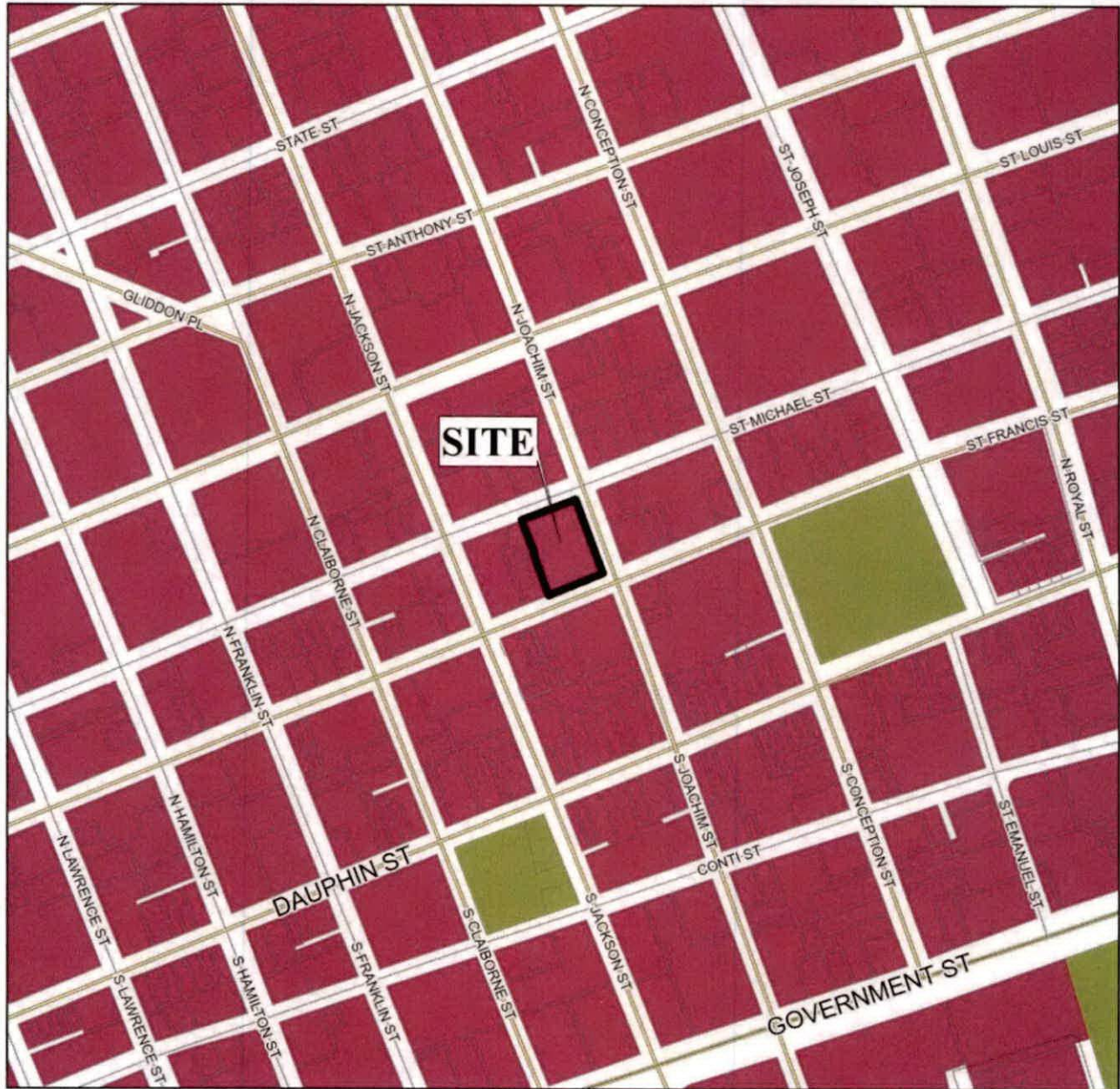
LOCATOR ZONING MAP



APPLICATION NUMBER 8 DATE August 21, 2025
 APPLICANT Ryan Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)
 REQUEST Rezoning from T-5.1 to T-5.2



FLUM LOCATOR MAP



APPLICATION NUMBER 8 DATE August 21, 2025

APPLICANT Ryan Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)

REQUEST Rezoning from T-5.1 to T-5.2

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



PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by miscellaneous commercial and residential units.

APPLICATION NUMBER 8 DATE August 21, 2025

APPLICANT Ryan Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)

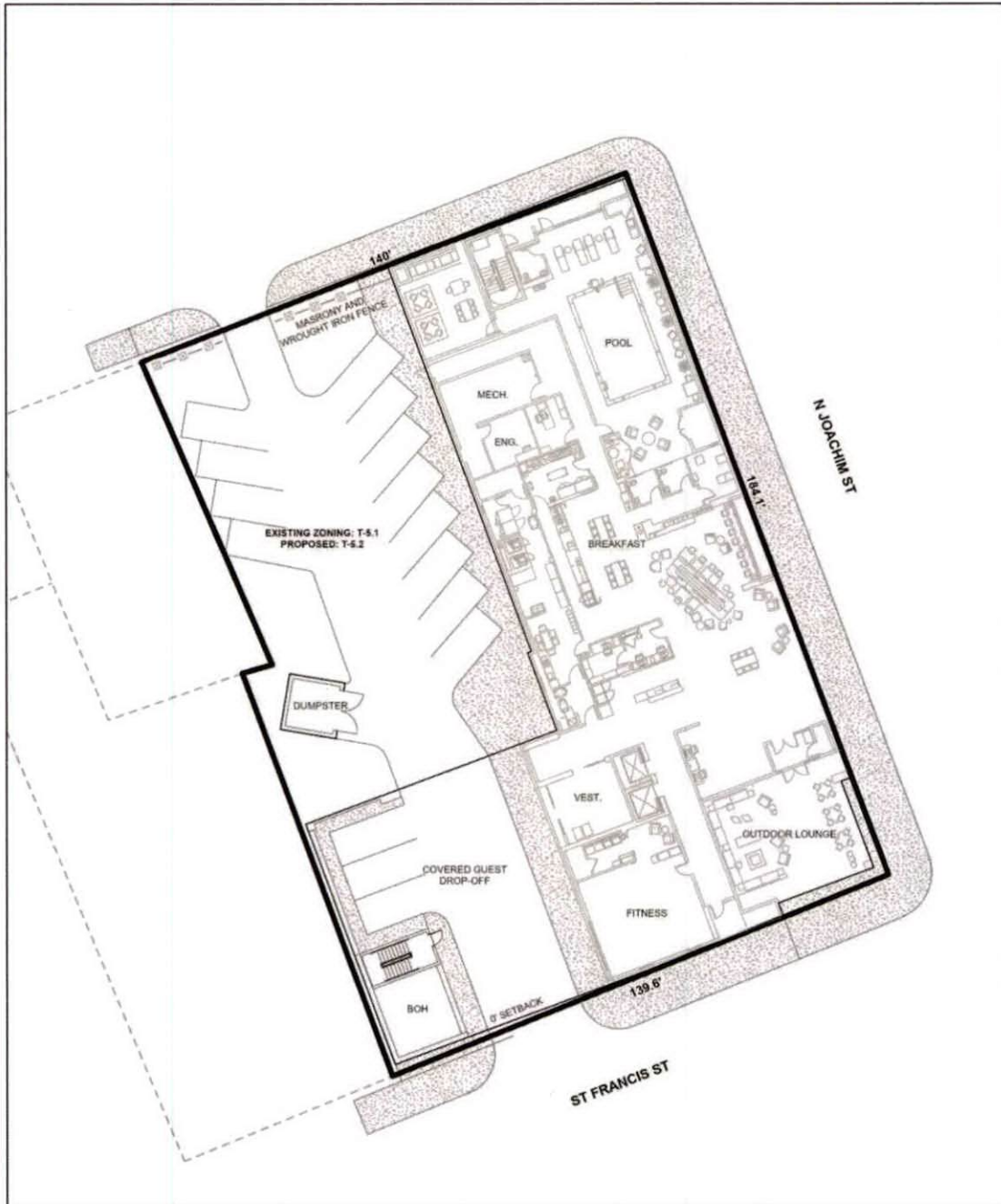
REQUEST Rezoning from T-5.1 to T-5.2

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



NTS

SITE PLAN



The site plan illustrates proposed buildings, drives, setback and parking.

APPLICATION NUMBER	8	DATE	August 21, 2025
APPLICANT	Ryan Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)		
REQUEST	Rezoning from T-5.1 to T-5.2		



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

Zoning District Correspondence Matrix

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

DOWNTOWN (DT)

Downtown is called out as a separate land use designation due to its distinct role, layout and fabric.

As a land use district, Downtown is the ultimate mixed-use environment. Land development and redevelopment will emphasize variety, mixed uses, and unity of form within buildings or complexes.

As the City's and region's center for commercial and service employment, Downtown supports intense development and a dynamic combination of uses: specialty and regional retail shopping and offices; business support services; urban housing at higher densities (starting at 10 du/ac); civic, educational and cultural destinations; entertainment options; and other public amenities including active and passive park space. The successful integration of a mix of housing types and densities will be critical to achieve a vibrant, 24/7, active Downtown Mobile.

Development in the DT district will focus on new, redeveloped and adaptively reused buildings that frame attractive, human-scaled streetscapes, memorable public spaces, bicycle and pedestrian-friendly streets and convenient transit access to jobs, housing and entertainment. Accordingly, certain areas of Downtown will be more intensively developed to facilitate that pedestrian orientation.