



AGENDA

Mobile City Council

History Museum of Mobile
111 S. Royal Street
Mobile, AL 36602

Tuesday, December 16, 2025, 10:30 AM

1. CALL TO ORDER

2. INVOCATION

Rev. T. K. Heard, 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 Mobile, AL Alumni Chapter, Kappa Alpha Psi Fraternity, Inc. for a waiver of the Noise Ordinance at 650 St. Francis Street on January 4, 2026, from 2:00 p.m. - 10:00 p.m. (District 2).

Request of Jack Kemp for a waiver of the Noise Ordinance at 2301 Airport Boulevard on January 18, 2026, from 6:00 p.m. - 9:00 p.m. (Old District 5/New District 2).

Request of Rendezvous Music Fest for a waiver of the Noise Ordinance at Medal of

Honor Park on April 25, 2026, from 2:00 p.m. - 10:00 p.m. (District 6).

9. PUBLIC HEARINGS

Public hearing to declare the structure at 2419 Brewton Avenue a public nuisance and order it demolished (District 1).

Public hearing to declare the structure at 1550 Polk Street, f/k/a 1356 Stewart Avenue, a public nuisance and order it demolished (District 3).

10. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Rev. David Edwards - provide information regarding Dr. MLK, Jr. celebrations and ask for support.

Kent Blackinton - presentation of the 2025 Tourism Improvement District Report on behalf of the Mobile Area Lodging Corporation.

Paul Onderdonk - request the Council to reinstate the 5-minute limit for citizens addressing the Council.

Mary Laird - concerns about the health and welfare of citizens because of stray dogs.

Reggie Hill - eradicating discriminatory practices with matters concerning tax-payer dollars (release of approve allocated funding, community/economic development, targeting efforts) and detailed analysis pertaining to City Hall relocation efforts (fiscal ability, citizen impact, geographical influence, City employee/business feasibility).

11. CONSENT RESOLUTIONS HELD OVER

40-1274 Declare the structure at 962 Government Street a public nuisance and order it secured (sponsored by Councilmember Ingram).

40-1275 Declare the structure at 1551 Kellogg Street a public nuisance and order it demolished (sponsored by Councilmember Small).

40-1458 Fix costs for demolition of the structure at 753 Dr. Thomas Avenue (sponsored by Councilmember Ingram).

12. RESOLUTIONS HELD OVER

25-1529 Grant a permanent easement to Alabama Power to provide service to the

Mobile Arena from Canal Street (sponsored by Councilmember Ingram and Mayor Cheriogotis) (submitted by John Forrester, Engineering and Carleen Stout-Clark, REAM Dept.).

13. CONSENT RESOLUTIONS BEING INTRODUCED

37-1533 Recommend approval to the ABC Board for issuance of a Special Retail More Than 30 Days License to Crescent Theater; 208 Dauphin St. (sponsored by Councilmember Ingram).

37-1534 Recommend approval to the ABC Board for issuance of a Restaurant Retail Liquor License to 90 West Bar and Grill; 5285 US Hwy 90 West (sponsored by Councilmember Reynolds).

37-1535 Recommend approval to the ABC Board for issuance of a Restaurant Retail Liquor License to Mod Pizza; 3980 Airport Blvd. (sponsored by Councilmember Fleming).

37-1536 Recommend approval to the ABC Board for issuance of a Lounge Retail Liquor Class II License to Cody Liquor Store; 65 Cody Rd., S. (sponsored by Councilmember Gregory).

40-1537 Declare the structure at 2419 Brewton Avenue a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-1538 Declare the structure at 1550 Polk Street, f/k/a 1356 Stewart Avenue, a public nuisance and order it demolished (sponsored by Councilmember Small).

58-1539 Declare weeds noxious, Group 1674 (sponsored by Mayor Cheriogotis).

58-1540 Authorize removal of weeds, Group #1672 (sponsored by Mayor Cheriogotis).

60-1541 Approve award of special bonus to the Firefighter of the Month; Schaufler (sponsored by Mayor Cheriogotis) (submitted by Chief Barry Glisson, MFRD).

60-1542 Determine an appropriation to Trinity Gardens Community Civic Club serves a public purpose and approve payment (sponsored by Councilmember Penn).

03-1561 Appoint Treba Young to the Mobile Tennis Center Advisory Board (sponsored by Councilmember Ingram).

14. CIP RESOLUTIONS INTRODUCED

08-1543 Approve purchase order to Graybar Electric Co., Inc. for concrete street poles and LED street lights for Mobile Street; \$41,209.45 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-1544 Approve purchase order to Graybar Electric Co., Inc. for street lights for Traffic Eng. Dept.; \$82,161.30 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-1545 Approve purchase order to Graybar Electric Co., Inc. for decorative street light poles for St. Louis Street; \$132,485.70 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-1546 Approve purchase order to Skulski Consulting, LLC for Americans with Disabilities Act program assessments, consultation, and training for Parks & Rec. Dept.; \$33,500.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

21-1547 Authorize contract with McCrory & Williams, Inc. for construction engineering and inspection services for Japanese Gardens Three Mile Creek Greenway Trail; \$28,500.00 (sponsored by Mayor Cheriogotis) (submitted by Jennifer Greene, Programs & Project Mgmt.).

15. RESOLUTIONS BEING INTRODUCED

08-1548 Approve award of item-award bid for bulk-delivered engineered wood fiber (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-1549 Approve purchase order to Athletica Sports Systems, Inc. for pre-fabricated dasher board system Mobile Arena; \$1,007,690.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-1550 Approve purchase order to Emergency Equipment Professional, Inc. for 3 fire pumper trucks for MFRD; \$2,850,611.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-1551 Approve purchase order to Kone, Inc. for freight-elevator gate controller for Mobile Museum of Art; \$18,636.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-1552 Approve purchase order to Mike Hoffman Equipment Services, Inc. for

above-ground fuel tank rental for Municipal Garage; \$40,950.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-1553 Approve purchase order to Southern Emergency & Rescue Vehicle Sales, LLC for 3 ambulances for MFRD; \$1,080,850.35 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-1554 Approve purchase order to UMS Metal Fabricators, Inc. for stainless steel baggage tables for Cruise Terminal; \$66,000.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

09-1555 Reallocate funds in the Capital Improvement Fund IT Improvements & Upgrades to F746-001 (MIT Renovations); \$21,724.90 (sponsored by Mayor Cheriogotis) (submitted by Scott Kearney, MIT).

09-1556 Reallocate funds from Capital Improvement Fund (IT Technical & Infrastructure Upgrades) to F746-001 (MIT Renovations); \$23,275.10 (sponsored by Mayor Cheriogotis) (submitted by Scott Kearney, MIT).

21-1557 Authorize Professional Services Contract with WSP USA, Inc. for Naturally Mobile Project; NTE \$145,350.00 (sponsored by Mayor Cheriogotis) (submitted by Kelsi Tippery, Grants Mgmt.).

60-1558 Authorize Settlement Agreement and Release of Claims; Alston (sponsored by Mayor Cheriogotis) (submitted by Ricardo Woods, City Attorney).

60-1559 Authorize Settlement Agreement and Release of Claims; Velaquez (sponsored by Mayor Cheriogotis) (submitted by Ricardo Woods, City Attorney).

16. CALL FOR PUBLIC HEARINGS

41-1560 Call for public hearing to consider rezoning of property located at 909 Government Street from R-1 and R-B to R-B (scheduled for January 20, 2026) (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: Mobile (AL) Alumni Chapter, Kappa Alpha Psi Fraternity, Inc.

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-753-4068

Organization (if applicable) Mobile (AL) Alumni Chapter, Kappa Alpha Psi Fraternity, Inc.

Mailing Address of Applicant 650 Saint Francis Street, Mobile, Al 36602

Telephone No. 251-753-4068 E-mail address mobilealumni1950@gmail.com

Location or address of event where amplification will be used:

650 Saint Francis Street, Mobile, Al 36602

Date of Event: 1/4/2026 Starting Time: 2 pm Ending Time 10 pm

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

Type of Event: Block Party

Do you plan to sell alcohol at this event? _____ YES 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

Mobile Alumni Chapter, Kappa Alpha Psi Fraternity Block Party

Emanuel Ame Church

Saint Michael St

Mobile Alumni Chapter
Alpha Psi

Alpha Phi Alpha

Two
Barracades

Two
Barracades

N Dearborn St & Saint
Francis St, Mobile, AL 36602

Block Party Canvas Form

The applicant must contact a representative for each address affected by the road closure and have them record their response below. Each person should indicate their name, address, phone number, date of their signature, as well as if they favor or oppose the closure. If an address is vacant, the applicant should list the address of the vacant property and list the name as *Vacant*.



Failure to submit this form or falsification of any portion of this document will result in the permit being denied.

Name	Address/Phone
1. <i>Willie L. Patterson</i> Alpha Phi Alpha Fraternity	606 St Francis St, Mobile, AL 36602
Favor: ☒ Oppose: ☐	Date Signed: <u>12/5/2025</u>
2. _____	_____
Favor: ☐ Oppose: ☐	Date Signed: _____
3. _____	_____
Favor: ☐ Oppose: ☐	Date Signed: _____
4. _____	_____
Favor: ☐ Oppose: ☐	Date Signed: _____
5. _____	_____
Favor: ☐ Oppose: ☐	Date Signed: _____
6. _____	_____
Favor: ☐ Oppose: ☐	Date Signed: _____
7. _____	_____
Favor: ☐ Oppose: ☐	Date Signed: _____
8. _____	_____
Favor: ☐ Oppose: ☐	Date Signed: _____

Block Party Canvas Form

The applicant must contact a representative for each address affected by the road closure and have them record their response below. Each person should indicate their name, address, phone number, date of their signature, as well as if they favor or oppose the closure. If an address is vacant, the applicant should list the address of the vacant property and list the name as *Vacant*.



Failure to submit this form or falsification of any portion of this document will result in the permit being denied.

9.	_____	Favor: ☐	Oppose: ☐	Date Signed: _____
10.	_____	Favor: ☐	Oppose: ☐	Date Signed: _____
11.	_____	Favor: ☐	Oppose: ☐	Date Signed: _____
12.	_____	Favor: ☐	Oppose: ☐	Date Signed: _____
13.	_____	Favor: ☐	Oppose: ☐	Date Signed: _____
14.	_____	Favor: ☐	Oppose: ☐	Date Signed: _____
15.	_____	Favor: ☐	Oppose: ☐	Date Signed: _____

Organizer: I hereby affirm that the listed signatures were signed in my presence.

Date: 12/5/2025 Signature: DJ Larry

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(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: **Jack Kemp**

PLEASE PRINT ALL INFORMATION

Home Phone Number: **251-490-6498** Cell Number: **251-490-6498**

Organization (if applicable): **Snakepit Booking**

Mailing Address of Applicant: **211 Hazel St, Mobile, AL 36607**

Telephone No: **251-490-6498** E-mail address: **jackkemp0813@gmail.com**

Location or address of event where amplification will be used:

Mobile Skate Plaza

Date of Event: **01/17/2026** Starting Time: **6:00 PM** Ending Time: **9:00 PM**
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: **Music show featuring local bands**

Do you plan to sell alcohol at this event? **NO**

Music containing obscene language or profanity is prohibited

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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: Rendezvous Music Fest
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-250-7240 Cell Number: 251-250-7240

Organization (if applicable) Youth Leadership Mobile

Mailing Address of Applicant 30846 Parapet Ct 36527

Telephone No. 251-250-7240 E-mail address Tacksonwade moway@gmail.com

Location or address of event where amplification will be used:

Medal of Honor Park

Date of Event: April 25, 2016 Starting Time: 2 pm Ending Time: 10 pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Concert / Festival

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

Music containing obscene language or profanity is prohibited

Send form/letter to: Lisa C. Lambert, City Clerk
P. O. Box 1827 Mobile, AL 36633
(251) 208-7411; Fax: (251) 208-7576
Or e-mail to: cityclerk@cityofmobile.org

Pafenbach, Lana

From: Pafenbach, Lana
Sent: Thursday, December 4, 2025 4:50 PM
To: 'puadmobile@gmail.com'
Subject: Re: CityofMobile.org: Addressing City Council Submission
Attachments: 2-62.pdf

Good afternoon,

Your request to address the Council at their December 9 meeting is denied because it was received after the 2:00 p.m. on the Thursday before.

Section 2-62(a)(1) of the Mobile City Code is attached for your reference.

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: Thursday, December 4, 2025 3:22 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: Rev. David Edwards
Date To Address Council: 2025-12-04 ¹⁶
Address: 2523 Saint Stephen's Rd
Email: puadmobile@gmail.com
Phone: 2515188885
Subject And Specific Questions: Share the event and ask for resources for the Dr. MLK Jr. week long Celebration.
Pertain To City Business: Help to bring unity, peace and Educating the children and public on the importance of serving and advancing the morals of Dr.King.
Signature: David Edwards
Signature Verify: X
Agree: X
Date Submitted: 2025-12-04 15:22:42

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

From: [City Clerk](#)
To: [Pafenbach, Lana](#)
Subject: Fw: CityofMobile.org: Addressing City Council Submission
Date: Wednesday, December 3, 2025 11:52:10 AM

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Wednesday, December 3, 2025 11:49 AM
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: Kent Blackinton
Date To Address Council: 2025-12-16
Address: 64 South Water Street
Email: smoore@mobile.org
Phone: 2512082019
Subject And Specific Questions: The Mobile Area Lodging Corporation (Kent Blackinton, President) would like to appear before the city council to present the 2025 Tourism Improvement District (TID) Annual Report.
Pertain To City Business: This is a requirement of the TID bylaws to present this information to the City Council annually.
Signature: Sarah Paige Moore
Signature Verify: X
Agree: X
Date Submitted: 2025-12-03 11:49:29

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

From: [City Clerk](#)
To: [Pafenbach, Lana](#)
Subject: Fw: CityofMobile.org: Addressing City Council Submission
Date: Wednesday, December 3, 2025 9:03:35 AM

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Wednesday, December 3, 2025 9:02 AM
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: Paul Onderdonk
Date To Address Council: 2025-12-16
Address: 8387 Calgary Dr S
Email: podonk@gmail.com
Phone: 251-402-7781
Subject And Specific Questions: Reinstating the 5 minute citizen talk time during City Council Meetings
Pertain To City Business: Restoring the five-minute time limit would help strengthen community engagement, improve communication, and support transparent local governance.
Signature: Paul Onderdonk
Signature Verify: X
Agree: X
Date Submitted: 2025-12-03 09:02:21

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: Saturday, December 6, 2025 9:51:38 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: Mary Laird

Date To Address Council: 2025-12-16

Address: 1021 Oakland Dr

Email: sslaird1963@yahoo.com

Phone: 2512881874

Subject And Specific Questions: Animal control- dogs

Pertain To City Business: Health and welfare of citizens

Signature: Mary Laird

Signature Verify: X

Agree: X

Date Submitted: 2025-12-06 21:51:32

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

From: [RJHILL II](#)
To: [Pafenbach, Lana](#)
Subject: 12/16 Agenda
Date: Thursday, December 11, 2025 1:58:39 PM

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

Madam Asst. City Clerk,

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

- Eradicating Discriminatory Practices with matters concerning Taxpayer Dollars (release of approved/allocated funding, community/economic development, targeting efforts);
- Detailed Analysis pertaining to City Hall relocation efforts (fiscal ability, Citizen impact, geographical influence, City Employee/Business feasibility).

Thank you for your attention to this matter. Have a great weekend. See you all on Tuesday!

Kindest Regards,

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



RESOLUTION

Sponsored by: Councilmember Samantha Ingram – 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 **962 GOVERNMENT 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.1, 3, 4, 5, 7 and 8;*** and

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **962 GOVERNMENT STREET** described as:

COM ON THE N/S OF GOVT ST 855.45 FT TH W
FROM THE W/L OF BROAD ST TH RUN WLY ALG THE
N/L OF GOVT ST 61 FT TO A PT IN THE CNTR OF A
CONC WALL 6 IN HIGH TH RUN N 16 DEG 01 MIN 15
SEC W (ALG CTR/L OF SD WALL & OF A FENCE
WHICH STARTS AT THE END OF SD WALL) A DIS OF
239.9 FT TO PT TH S/L OF CONTI ST TH RUN ELY ALG
THE S/L OF CONTI ST 59.1 FT TO A PT WHICH PT IS
854.5 FT W FROM THE W/L OF BROAD ST TH RUN S
16 DEG 28 MIN 30 SEC E 240.1 FT TO THE N/L OF
GOVT ST TH POB SD PPTY BEING SAME CONVEYED
BY THE HOME OWNERS LOAN CORP TO GEORGE E
FULLER BY DEED DTD DEC 20, 1939 DBK 219 NS PG
158 & SAME CONVEYED BY F & L CO TO THE
GRANTOR BY V/L DEED DTD APRIL 8, 1996 RPBK
4353/1867 #SEC 40 T4S R1W #MP29 06 40 0 009

Parcel Number: 29 06 40 0 009 387

Last Assessed to: BURKS KEISHA LEE

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 **secure** 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

October 6, 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, October 14, 2025**.

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **962 GOVERNMENT STREET**. OWNED BY OR MAY HAVE AN INTEREST: **BURKS KEISHA LEE** 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 06 40 0 009 387

COUNCIL DISTRICT 2 – WILLIAM CARROLL

LEGAL DESCRIPTION: COM ON THE N/S OF GOVT ST 855.45 FT TH W FROM THE W/L OF BROAD ST TH RUN WLY ALG THE N/L OF GOVT ST 61 FT TO A PT IN THE CNTR OF A CONC WALL 6 IN HIGH TH RUN N 16 DEG 01 MIN 15 SEC W (ALG CTR/L OF SD WALL & OF A FENCE WHICH STARTS AT THE END OF SD WALL) A DIS OF 239.9 FT TO PT TH S/L OF CONTI ST TH RUN ELY ALG THE S/L OF CONTI ST 59.1 FT TO A PT WHICH PT IS 854.5 FT W FROM THE W/L OF BROAD ST TH RUN S 16 DEG 28 MIN 30 SEC E 240.1 FT TO THE N/L OF GOVT ST TH POB SD PPTY BEING SAME CONVEYED BY THE HOME OWNERS LOAN CORP TO GEORGE E FULLER BY DEED DTD DEC 20, 1939 DBK 219 NS PG 158 & SAME CONVEYED BY F & L CO TO THE GRANTOR BY V/L DEED DTD APRIL 8, 1996 RPBK 4353/1867 #SEC 40 T4S R1W #MP29 06 40 0 009

GJ/md



City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

962 Government Street

Property Details

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

Survey Results

Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	08/07/2025	Comments	

Property Score

Score	53	Score Description	DEMO
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REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☐

APPROVAL DATE 8-11-25

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 08/12/2025

Property Address: 962 Government Street

District No: 2

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





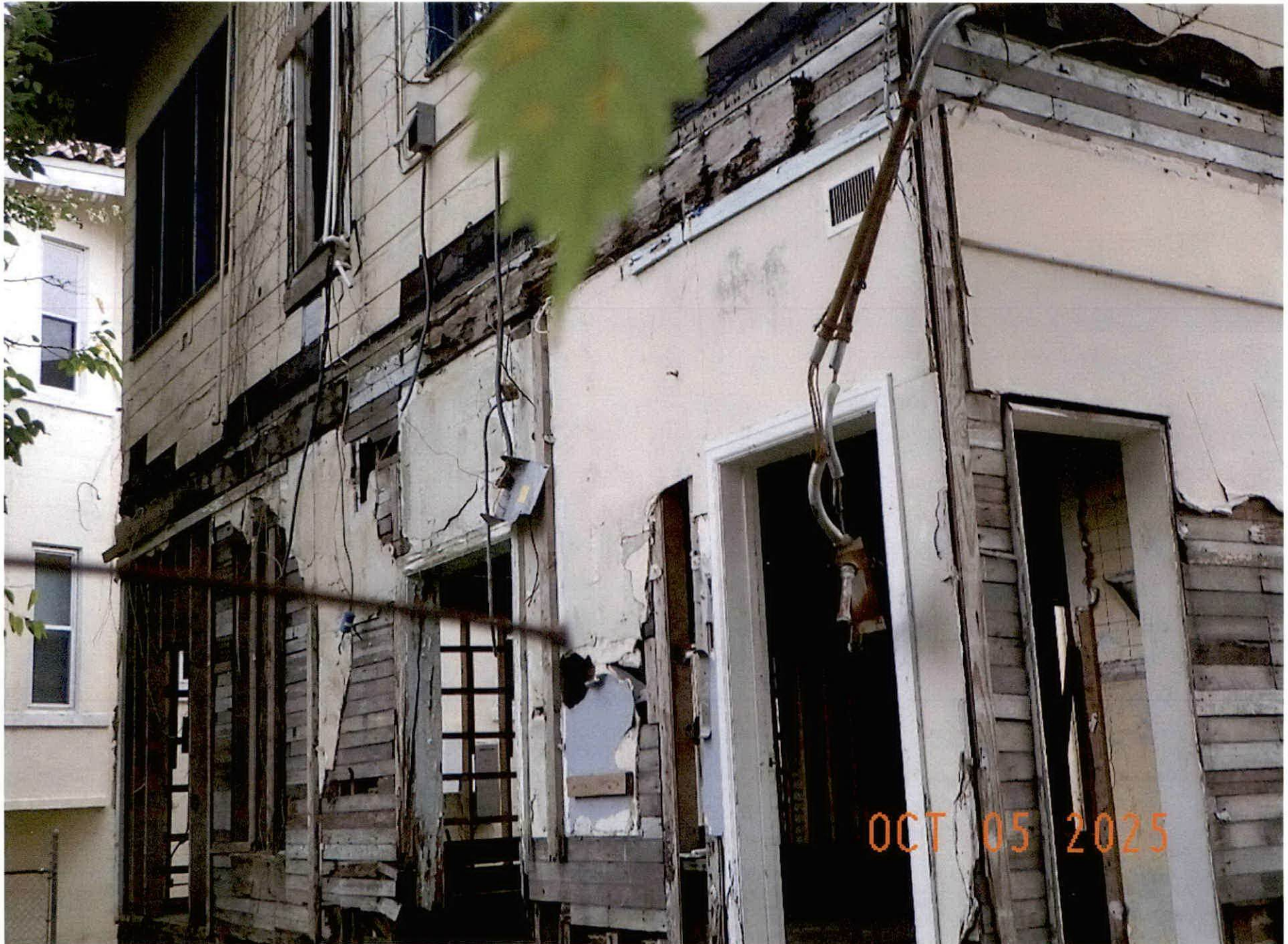














**Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement**



Keisha Lee Burks
962 Government Street
Mobile, AL 36604-2402

August 15, 2025

**RE: 962 Government Street
Project Number: ME-031-25**

Dear Keisha Lee Burks:

On August 12, 2025 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 962 Government Street.

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

COM ON THE N/S OF GOVT ST 855.45 FT TH W FROM THE W/L OF BROAD ST TH RUN WLY ALG THE N/L OF GOVT ST 61 FT TO A PT IN THE CNTR OF A CONC WALL 6 IN HIGH TH RUN N 16 DEG 01 MIN 15 SEC W (ALG CTR/L OF SD WALL & OF A FENCE WHICH STARTS AT THE END OF SD WALL) A DIS OF 239.9 FT TO PT TH S/L OF CONTI ST TH RUN ELY ALG THE S/L OF CONTI ST 59.1 FT TO A PT WHICH PT IS 854.5 FT W FROM THE W/L OF BROAD ST TH RUN S 16 DEG 28 MIN 30 SEC E 240.1 FT TO THE N/L OF GOVT ST TH POB SD PPTY BEING SAME CONVEYED BY THE HOME OWNERS LOAN CORP TO GEORGE E FULLER BY DEED DTD DEC 20, 1939 DBK 219 NS PG 158 & SAME CONVEYED BY F & L CO TO THE GRANTOR BY V/L DEED DTD APRIL 8, 1996 RPBK 4353/1867 #SEC 40 T4S R1W #MP29 06 40 0 009

Parcel Number: 29 06 40 0 009 387

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 **September 29, 2025**, which is 45 days from the date of this NOTICE; OR,
 - b) If the specified repairs or improvements cannot be accomplished by **September 29, 2025**, provide the Code Official with a work plan to accomplish the repairs by **September 29, 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 **September 29, 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 **October 8, 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

Affidavit of Mailed Notice



October 6, 2025

State of Alabama
County of Mobile

Subject Property – 962 Government Street.

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

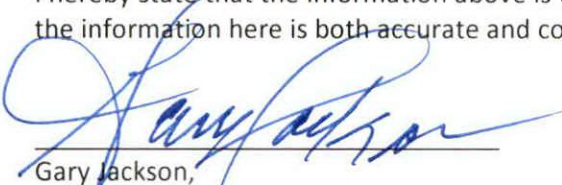
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 7 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

I hereby state that the information above is true, to the best of my knowledge. I also 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: 962 Government Street 3rd UPDATE

Initial Report Date: July 6, 2017

1st Update: August 31, 2020

2nd Update Date: June 6, 2022

3rd Update Date: January 10, 2025

4th Update Date: July 8, 2025

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: July 1, 2025

Per the Title Report, the owner is: Keisha Lee Burks

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|---|---|
| 1 | Keisha Lee Burks
962 Government St
Mobile AL 36604-2402 | Subject/location address – LexisNexis address
good 2023 |
| 2 | Keisha Lee Burks
1312 Dauphin St
Mobile AL 36604-2122 | Owner - LexisNexis address good 10/2024 –
Revenue Commission mailing address good 2022-
2025 – Phone numbers are 605-359-2555, 605-
372-4542 good 2025 |
| 3 | Keisha Lee Burks
1008 Elmira St
Mobile AL 36604-3122 | LexisNexis address good 2023 |
| 4 | Keisha Lee Burks
1111 Elmira St
Mobile AL 36604-2906 | LexisNexis address good 2025 |

5 Keisha Lee Burks
356 Dunham St
Mobile AL 36604-2904

LexisNexis address good 2023

TAX STATUS: 2024 TAXES ARE PAID CURRENT
Parties with recorded liens per Title Report: NONE

Open Mortgages:

6 962 Government Street, LLC Mortgage instrument number 2021080250 filed
PO Box 131346 11/22/2021, recorded 12/6/2021.
Birmingham AL 35213

7 962 Government Street, LLC Registered agent per Secretary of Alabama
c/o John F. Chapman website
2400 Arlington Ave
Birmingham AL 35205

Lis Pendens

Lis Pendens – City of Mobile vs Spring Hill Insurance Company, Inc., filed 8/6/2018,
recorded 9/14/2018, BK 7681 Pg 209.

July 30th, 2025

QPI Services Inc
158 B Michigan Avenue
Mobile AL, 36604

RE: 962 Government Street
Engineering Inspection Letter



Dear Jesse:

On July 23rd GSE conducted an in-field inspection of the South facing lower-level wall framing of the house located at 962 Government Street. The following letter contains GSE's findings and recommendations based on field conditions and discussion with city building officials. The following building codes and standards are referenced in determining the recommendations of this letter:

1. 2021 International Residential Code (IRC)
2. 2018 AWC Wood Frame Construction Manual (WFCM) – Per R301.1.1 requirements of 2021 IRC

Inspection and Findings:

The field inspection was conducted with the goal of identifying damages to structural members from exposure and clarifying additional needs to bring the framing within minimum requirements of residential building code. The following structural deficiencies were observed during the inspection. See Appendix A for related picture evidence.

1. The newly installed end posts (6X6) at the south-east wall appear to be warped and no longer plumb due to extended exposure
2. The king studs on the east side of the window frame of the south-east wall appear to be drifting out of plane near the top of the wall.
3. There does not appear to be any full-depth lateral blocking support for (3) of the studs within the new framing. The WFCM specifies a maximum unsupported length of 10 feet for exterior wall studs in Table 3.20C.
4. The existing posts from the original construction at the south-east exterior corners appear to be completely deteriorated or severed along their lengths. These posts appear to be load bearing and supporting the original rim headers. Rim boards need to be supported at each end per IRC provision R602.7.2.
5. (3) studs above the top plate of the south-eastern wall appear to have severe deterioration and rot due to exposure.
6. A post on the south-western wall from the original construction appears to be deteriorated due to exposure where it abuts a newly installed support post.
7. The top plate and supporting floor member above the central hallway appear to be damaged and worn due to exposure and age.
8. Lateral connectors do not appear to be provided at the top or bottom of the new studs. Table R602.3(6) of the IRC requires studs in 115 mph wind regions to have 300 lbs lateral connectors at top and bottom.
9. The load bearing exterior wall on the East corner adjacent to the new framing appears to have been destroyed during demolition.

Aside from the previously noted deficiencies, the structural members did not appear to show significant signs of deterioration and appeared to be structurally sufficient. Regarding the framing practices and installation work of the new

MOBILE

600 AZALEA ROAD
MOBILE, AL 36609
T: 251.460.4646
F: 251.460.4649

GULFPORT

1816 PASS ROAD
GULFPORT, MS 39501
T: 228.864.5050
F: 228.864.7744

NASHVILLE

176 THOMPSON LN #200
NASHVILLE, TN 37211
T: 615.933.7888
F: 615.829.8491

WWW.GSEENG.COM

framing elements, GSE's inspecting engineer observed the following items appeared to be compliant with the specifications of the IRC and WFCM assuming all structural members to be Southern-Pine variety.

1. The maximum stud heights are within the maximum lengths of 13'-5" specified by table 3.20B1 of the WFCM for studs spaced at 16" on center, Wind Exposure B @ 154 MPH, and 3/8" wood panels.
2. The fastener spacings and fastener locations are compliant with the IRC 2021 R602.3(1) Fastening schedule for 16d nails.
3. The window header provided at the south-eastern wall is within the maximum span length of 7'-1" for (2) 2X12 headers installed at exterior walls, wind exposure B, and 154 MPH wind speed as specified in WFCM Table 3.23A



Conclusion and Recommendations:

Before continuing renovations for the remainder of the property, GSE recommends all structural deficiencies stated in the previous section be addressed with the following methods:

1. Out of plumb structural studs and posts must be readjusted or replaced (see deficiencies 1 and 2).
2. Blocking must be provided for continuous lateral support where studs are unsupported for a length greater than 10ft or to seal off open cavities in the structure (see deficiency 3). Also see Appendix B for depictions of recommended blocking installation.
3. Deteriorated load bearing members should be replaced. Please note that the demolition of the existing framing may or may not be necessary to provide additional structural framing (see deficiencies 4, 5, and 6).
4. Lateral resisting straps or connectors must be provided at the top and bottoms of the new wall studs (see deficiency 8).
5. Damaged or missing framing that once supported parts of the structure shall be reinstalled or framed according to IRC and WFCM building code requirements (see deficiency 9).

The builder may attach a minimum 3/8" thick structural sheathing and resume work with renovations after providing for these fixes and recommendations.

Kindest Regards,
Gulf States Engineering, Inc. (GSE)

Morgan Davis | Structural
T: 251.460.4646 | D: 251.459.6423
Morgan.Davis@GSEeng.com | www.GSEeng.com
Mobile, AL | Gulfport, MS | Nashville, TN

Timothy G. Morris, Jr., PE | Structural
T: 251.460.4646 | D: 251.301.0845
Timothy.Morris@GSEeng.com | www.GSEeng.com
Mobile, AL | Gulfport, MS | Nashville, TN



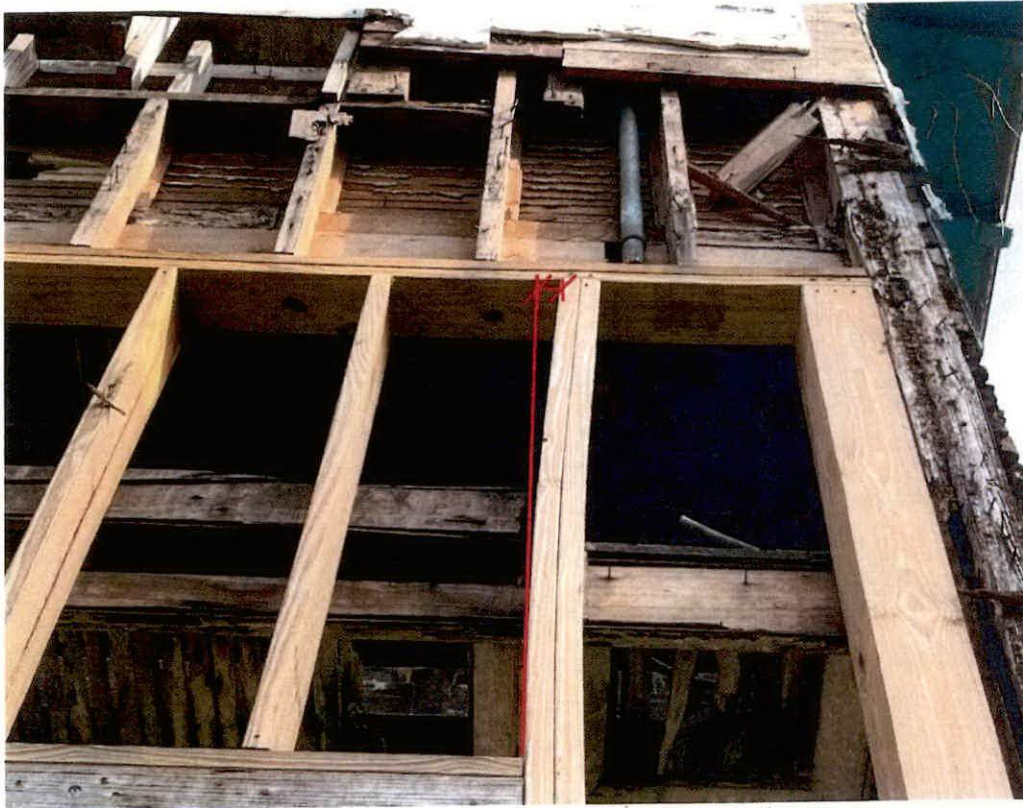
APPENDIX A – STRUCTURAL DEFICIENCIES



Deficiency 1. End Posts (1/2)



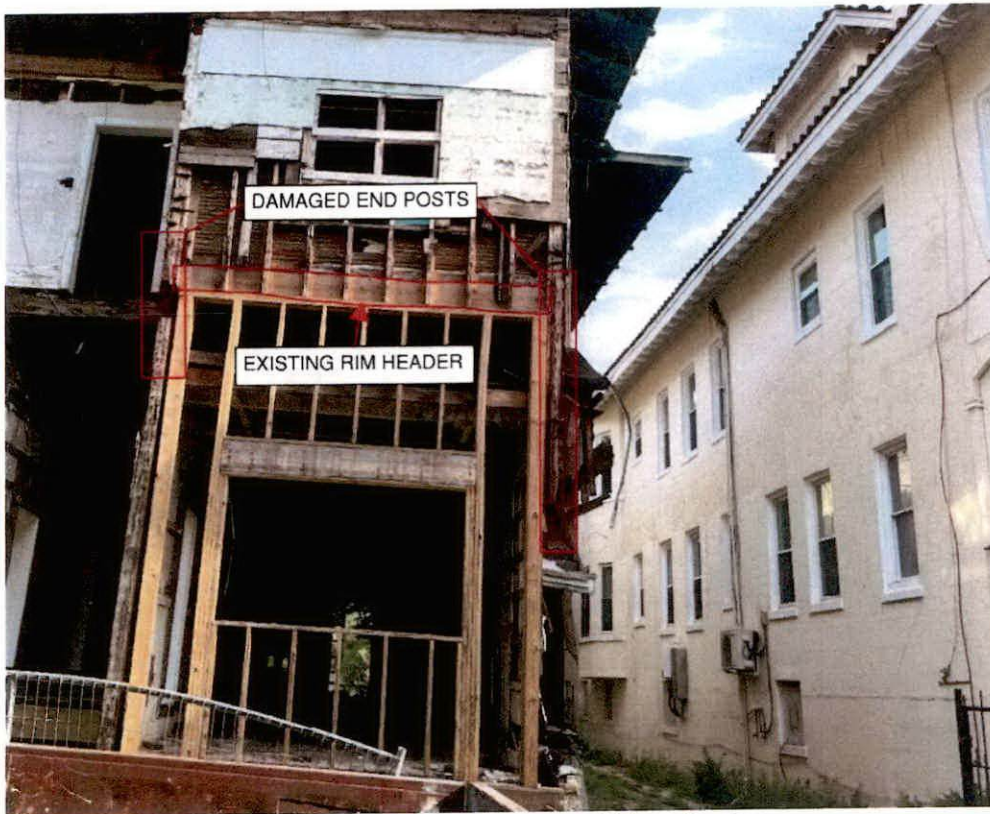
Deficiency 1. End Post (2/2)



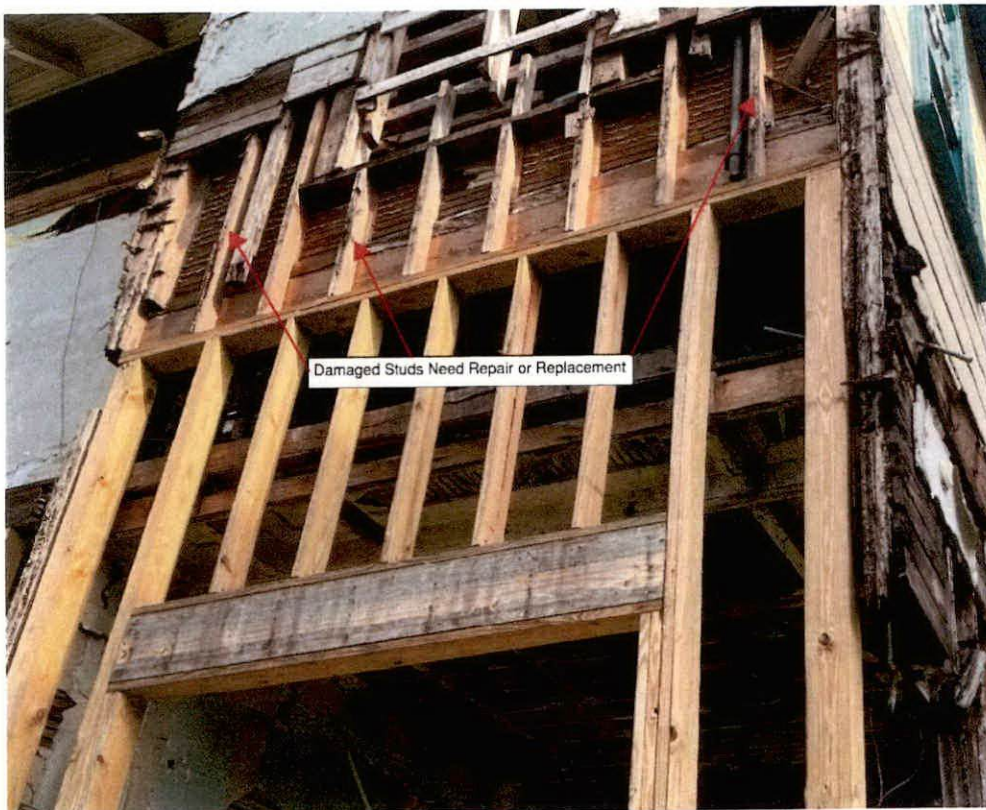
Deficiency 2. King Studs Misaligned



Deficiency 3. Missing Stud Blocking



Deficiency 4. Damaged End Posts



Deficiency 5. Damaged Wall Posts



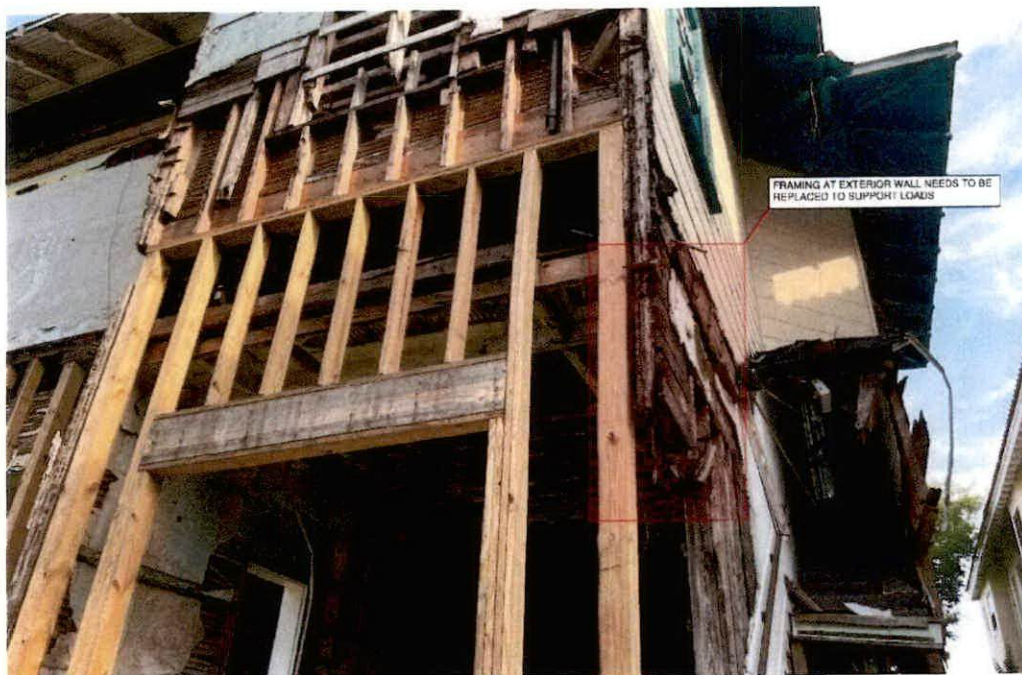
Deficiency 6. Rotted Door Post



Deficiency 7. Damaged Hallway Floor Support and Top Plate



Deficiency 8. Missing Lateral Stud Connectors



Deficiency 9. Destroyed Framing at Wall Corner

APPENDIX B – BLOCKING RECOMMENDATIONS



Figure 1. Blocking for South-East Wall

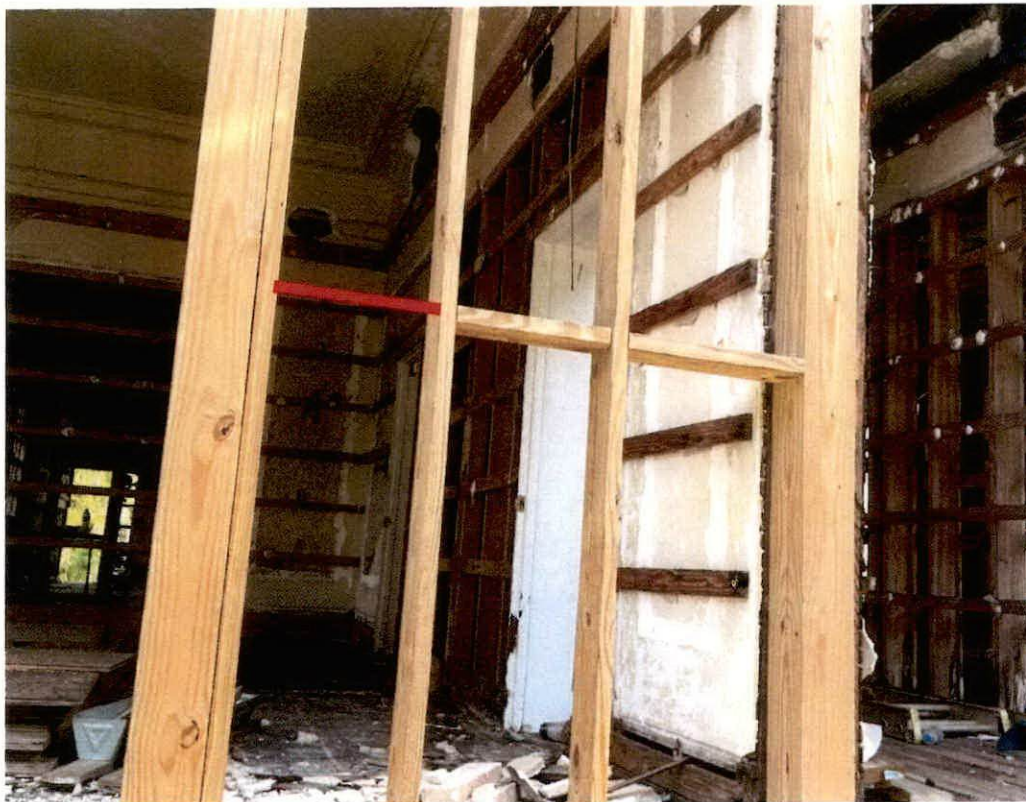


Figure 2. Blocking for South-West Wall

RESOLUTION

Sponsored by: CJ Small – District 3

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances “adopted December 5, 2017, the accessory structure at **1551 KELLOGG STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

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

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1551 KELLOGG STREET** described as:

LOTS 27, 28 & 29 BLK 4 ARLINGTON TERRACE EXC
THE S 4 FT OF DBK 156 P 256 #SEC 36 T4S R1W
#MP29 11 36 0 003

Parcel Number: 29 11 36 0 003 078

Last Assessed to: THORNTON GLENN B

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

October 6, 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, October 14, 2025.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1551 KELLOGG STREET.**
OWNED BY OR MAY HAVE AN INTEREST: **THORNTON GLENN B** 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 11 36 0 003 078

COUNCIL DISTRICT 3 – CJ SMALL

**LEGAL DESCRIPTION: LOTS 27, 28 & 29 BLK 4 ARLINGTON TERRACE EXC THE S 4 FT OF DBK
156 P 256 #SEC 36 T4S R1W #MP29 11 36 0 003**

GJ/md



City of Mobile
Blight Survey -Re-Check

Report Date - _____

Property Address

1551 KELLOGG STREET

Property Details

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

Survey Results

Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	04/15/2025	Comments	

Property Score

Score	63	Score Description	DEMO
-------	----	-------------------	------

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☐

APPROVAL DATE 4-28-25

Voted 4 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 08/14/2025

Property Address: 1551 Kellogg Street **District No:** 3

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





































Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement



Glenn B. Thornton
1551 Kellogg Street
Mobile, AL 36605-1925

August 15, 2025

RE: 1551 Kellogg Street
Project Number: ME-015-25

Dear Glenn B. Thornton:

On August 12, 2025 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1551 Kellogg Street.

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

LOTS 27, 28 & 29 BLK 4 ARLINGTON TERRACE EXC THE S 4 FT OF
DBK 156 P 256 #SEC 36 T4S R1W #MP29 11 36 0 003

Parcel Number: 29 11 36 0 003 078

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 **September 29, 2025**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **September 29, 2025**, provide the Code Official with a work plan to accomplish the repairs by **September 29, 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 **September 29, 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 **October 8, 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

Affidavit of Mailed Notice



October 6, 2025

State of Alabama
County of Mobile

Subject Property – 1551 Kellogg Street.

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

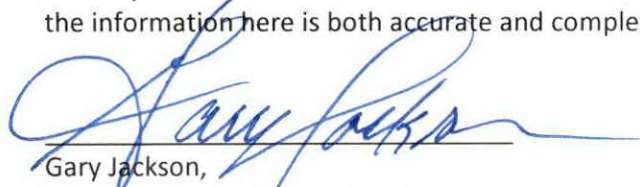
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 3 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

I hereby state that the information above is true, to the best of my knowledge. I also 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: 1551 Kellogg Street

Date: June 11, 2025

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: June 9, 2025

Per the Title Report, the owner is: Fee simple is vested in Glenn B. Thornton

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|--|--|
| 1 | Glenn B. Thornton
1551 Kellogg St
Mobile AL 36605-1925 | Subject/location address – Owner – phone numbers are 251-554-2057, 251-391-6746, and 251-391-6804 good 2025 |
| 2 | Glenn B. Thornton
800 S Broad St
Mobile AL 36603-1113 | Residence and homesteaded property – Per Revenue Commission website this is the mailing address – LexisNexis address good 2/2025 |

TAX STATUS: 2024 TAXES ARE PAID CURRENT

Parties with recorded liens per Title Report:

- | | | |
|---|---|---|
| 3 | Republic Finance
1234 Hillcrest Rd
Ste A
Mobile AL 36695 | Republic Finance vs Glenn Thornton, filed 3/3/2015, recorded 3/17/2016, 7358-77 |
|---|---|---|

Open Mortgages: NONE

Lis Pendens: NONE

A RESOLUTION FIXING THE COSTS FOR THE SECURING OF THE STRUCTURE AT
753 Dr. Thomas Avenue

Sponsored by: Councilmember Samantha Ingram District 2

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **753 Dr. Thomas Avenue** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **753 Dr. Thomas Avenue** to be **\$2,200.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$2,200.00** shall constitute a special assessment against the property at structure **753 Dr. Thomas Avenue** and being that property more particularly described as follows:

LOT 68 BLK 1 HAPPY HILL SUB MBK 4 P 431 GRT SEC 44 T4S R1W #SEC 44 T4S R1W #MP29 02 44 0 017

Parcel No.: **29 02 44 0 017 077.031**

Owner: **LAND CORNELIUS JAMES
430 DISMUKES AVE
MOBILE AL 36610-2325**

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

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

Adopted:

Lisa C. Lambert
City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **November 18, 2025**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **753 Dr. Thomas Avenue**, for the proposed amount of **\$2,200.00**.

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

Lisa C. Lambert
City Clerk

September 30, 2025

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



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-165-24

LOCATION:
753 Dr. Thomas Avenue

Dear Ms. Lambert:

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

Legal Description: LOT 68 BLK 1 HAPPY HILL SUB MBK 4 P 431 GRT SEC 44 T4S R1W #SEC 44 T4S R1W #MP29 02 44 0 017

Parcel Number: 29 02 44 0 017 077.031

Amount: ~~\$2,000.00~~ \$2,200.00

**Assessed: LAND CORNELIUS JAMES
430 DISMUKES AVE
MOBILE AL 36610-2325**

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

Sincerely yours,

A handwritten signature in blue ink, appearing to read 'Gary L. Jackson', is written over the 'Sincerely yours,' text.

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

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



CAPITAL CONTRACT SUMMARY SHEET

NA



AGENDA ITEM SUMMARY SHEET

Agenda of: December 16, 2025

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt
John Forrester, City Engineer

Sponsored by:

Spiro Cheriogotis, INACTIVE
Samantha Ingram, Councilmember, District 2

Purpose and Scope of Project:

Grant a permanent easement to Alabama Power to provide service to the Mobile Arena from Canal Street, as shown in yellow on attached drawing

Amount of Contract:

NA

Funding Source

NA

ATTACHMENTS:

1. Resolution W.E. # A655306B024
2. Alabama Power Easement Arena A655306B024

REVIEWERS:

Lana Pafenbach
Lance Slater

RESOLUTION

Sponsored by Mayor Spiro N. Cheriogotis and Council Member Samantha Ingram

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the Mayor and City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an easement to ALABAMA POWER COMPANY as set out in W.E. #A655306BO24, a copy of which is attached hereto and made a part hereof as though fully set forth herein, for and in consideration of the sum of ONE AND NO/100 (\$1.00) DOLLARS, needed for ALABAMA POWER COMPANY to provide service to the Mobile Arena, from Canal Street, as shown in yellow on attached drawing.

Adopted:

City Clerk

EASEMENT - DISTRIBUTION FACILITIES

STATE OF ALABAMA

COUNTY OF MOBILE

W.E. # A655306B024

Parcel No. 72314484

THIS AGREEMENT, made and entered into on this the ____ day of _____, 2025, by and between the City of Mobile, Mobile, Alabama, a municipal corporation, hereinafter known as Grantor and Alabama Power Company, a corporation, hereinafter known as Grantee:

W I T N E S S E T H :

WHEREAS, the City, being the owner of the land or easements and rights of way with respect thereto more particularly described as follows:

BEG SW COR LOT 2 BLK 13 E CHURCH ST AREA FIRST ADD MBK 19/133 TH ELY 419 FT(S) TH NLY 25 FT ELY 95.14 FT (D) 101 FT(S) TH NELY 28.041 FT TH NLY 82.73 FT TO PT NLY 44 FT(S) TH WLY 569 FT(S) TO LAWRENCE ST TH S ON R/W #SEC 40 T4S R1W #MP29 06 40 0 013 The location of the right of way conveyed herein is generally shown on the Company's drawing attached hereto and made a part hereof but shall be more precisely determined by the actual location(s) as installed. **New facilities as highlighted in yellow on the Engineer's drawing.**

WHEREAS, the City, to the extent of its interest, is willing to grant such easement along and across a portion of its property and easements upon the terms and conditions hereinafter set out;

NOW, THEREFORE,

In consideration of the sum of One and No/100 (\$1.00) Dollar, in hand paid to the City by the Power Company, the receipt whereof is hereby acknowledged and other good and valuable considerations, the City, to the extent of its interest, does hereby grant to the Power Company, subject to the terms, conditions and reservations hereinafter set forth, an easement for, **Overhead and/or Underground**. The right from time to time to construct, install, operate and maintain, upon, over, under and across the Property described below, all poles, towers, wires, conduits, fiber optics, cables, communication lines, trans closures, transformers, anchors, guy wires, and other facilities useful or necessary in connection therewith (collectively, "Facilities"), for the overhead and/or underground transmission and distribution of electric power and communications, along a route selected by the Company, as determined by the location(s) in which the Company's facilities are to be installed. The width of the Company's right of way will depend on whether the Facilities are underground or overhead: for underground, the right of way will extend five (5) feet on all sides of said Facilities as and where installed; for overhead Facilities, the right of way will extend fifteen (15) feet on all sides of said Facilities as and where installed.

Location of the easements herein granted shall be as shown marked in yellow on **Alabama Power Company Drawing No. # A655306B024** marked as Exhibit "A" attached hereto and made a part hereof.

Together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof, including the right of ingress and egress to and from said facilities and the right to excavate for installation, replacement, repair and removal thereof, and also the right to cut and keep clear all trees, underbrush, shrubbery, roots and other growth, and to keep clear any and all obstructions or obstacles of whatever character on, under or above said facilities.

Subject to the following conditions, the Power Company shall construct, operate and maintain said electric power transmission lines and communication service at the location hereinabove designated in accordance with the following:

A. Grantee shall defend, indemnify and hold Grantor harmless from any loss, damage or judgments incurred as a result of injury or damage to persons or property to the extent caused by Grantee's negligence in performing the above described work on the premises.

B. The said facilities shall be constructed, operated and maintained in accordance with the adopted procedure of well-regulated business and undertakings of same or similar kind, and in such manner as not to cause the facilities of the Power Company or the City's property to be in conflict with the specifications of the National Electrical Safety Code, or any other specifications prescribed by laws of the United States or of the State of Alabama, or any regulatory body having jurisdiction with respect to such facilities or property. At any time, such specifications are not being met because of the construction, operation and

W.E. # A655306B024

maintenance or presence of said electric power facilities and communication service, then the Power Company shall within 30 days after notice that such specifications are not being met, construct, operate and maintain said facilities in accordance with such specifications or pay to the City the cost of rebuilding such electrical facilities and improving the City's property so that such specifications are being met.

C. The Power Company shall construct, operate and maintain said electric power facilities and communication facilities in order to prevent any erosion or washing away of the lands of the City upon which said electric power facilities and communication facilities are constructed. If at any time such facilities are the underlying cause of any erosion or washing, then Power Company will immediately take necessary steps to prevent same.

D. The Power Company and the City shall use extreme caution in operating machinery and equipment across said lands in order to assure adequate clearance between the machinery and the high voltage conductors.

E. Upon completion of the construction of said electric facilities and communication facilities, the Power Company shall remove and cause to be removed all equipment used in the construction and all debris and refuse resulting from the construction of said facilities and communication service and shall leave the premises in a condition satisfactory to the City.

F. The City specifically reserves unto itself the right of ingress and egress to and from its land and facilities at all times and should any of the Power Company's facilities so constructed, hinder, or interfere with the City's ingress and egress for the proper use of its land, easements and rights of way or for the operation and maintenance of its facilities, then the Power Company shall make the necessary provisions to eliminate same.

G. The Power Company shall promptly notify the City of any unusual or hazardous condition relating to the construction, maintenance or existence of the easement herein granted the Power Company.

H. It is understood and agreed that if service is no longer required across land covered in this instrument and the Power Company has removed its facilities, all rights granted herein shall revert to the City.

I. Grantee agrees that in the event it shall cause material disturbance to the property, Grantee will restore the affected area to a like condition immediately prior to such disturbance.

J. Grantee shall repair any damage to Grantor's drainage system to the extent such damage is caused by Grantee's use of said Easement.

K. Grantee, during the construction or maintenance of its facilities, shall not materially interfere with maintenance operations of Grantor.

L. Grantee, acting pursuant to this Easement, shall comply with all laws, rules and regulations, Federal, State or local, applicable to Grantee's use of said Easement.

M. Any notice to be given by the Power Company shall be deemed as given when posted in the United States Mail and addressed to the City of Mobile, City Hall, P. O. Box 1827, Mobile, Alabama 36633-1827. Any notice to be given by the City of Mobile shall be deemed as given when posted in the United States Mail and addressed to

Alabama Power Company, P. O. Box 2247, Mobile, Alabama 36652-2247.

TO HAVE AND TO HOLD the same to the said Power Company, its successors and assigns, forever.

IN WITNESS WHEREOF, the said City of Mobile, a Municipal Corporation, has caused this instrument to be executed in its name by _____, as its Mayor and attested by _____, as its City Clerk, and its corporate seal to be hereto affixed and the Alabama Power Company, a corporation, has caused this instrument to be executed by Blake Jarrett, as its Team Leader, on this the _____ day of _____, 2025.

W.E. # A655306B024

Attest:

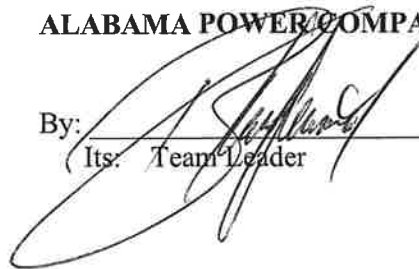
**CITY OF MOBILE,
A MUNICIPAL CORPORATION**

It's City Clerk

By: _____
Its: Mayor

ALABAMA POWER COMPANY

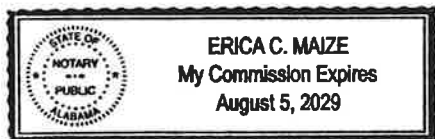
By: _____
Its: Team Leader



STATE OF ALABAMA
COUNTY OF MOBILE

I, ERICA MAIZE, a Notary Public, in and for said County in said State, hereby certify that Blake Jarrett, whose name as Team Leader of Alabama Power Company, a 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 this instrument, he, with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 9~~th~~ day of DECEMBER, 2025.



Erica C. Maize
Notary Public-State at Large
My Commission Expires: August 5, 2029

STATE OF ALABAMA
COUNTY OF MOBILE

I, _____, a Notary Public, in and for said County in said State, hereby certify _____ whose name as _____ of the City of Mobile, Alabama, a 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 this instrument, he as such officer and with full authority executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the _____ day of _____, 2025.

Notary Public
My Commission Expires: _____

1 inch = 142 feet

Loc	Transformer Loading
8	NE-1392KVA (S)
7	SE-1383KVA (S)
3	CP-2203KVA (S)

Everglades Line Work Permit
 One Mile D.S. (221412)
 Relocating Device ZX194 (NPER)
 Ref: D497 & VC6738

42500' 42000' 41500' 41000' 40500' 40000'

37.5A 37.5A 37.5A 37.5A 37.5A 37.5A

17 18

UTL-7X-NE

Existing Manhole

ON ST

ROYAL STREET 4KV PRIMARY NETWORK (S) ON

UTL-7X-NE

UTL-7X-NE

UTL-7X-NE

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R E S O L U T I O N

Sponsored by: Ben Reynolds, District 4

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application: Restaurant Retail Liquor License

Submitted by: S and J Venture Incorporated

Location: 90 West Bar and Grill
5285 Highway 90 West
Mobile, AL 36619

Adopted:

City Clerk



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL

PRESIDENT - DISTRICT 3

GINA GREGORY

VICE PRESIDENT - DISTRICT 7

CORY PENN

DISTRICT 1

SAMANTHA INGRAM

DISTRICT 2

BEN REYNOLDS

DISTRICT 4

BEAU FLEMING

DISTRICT 5

JOSH WOODS

DISTRICT 6

CITY CLERK

LISA C. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
12/01/2025	NEW APPLICATION	2025 - 5764	133023	6	December 16, 2025

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the
Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

S AND J VENTURE INCORPORATED

Trade Name (DBA)

90 WEST BAR AND GRILL

Location Address

5285 HIGHWAY 90 W

City, State, Zip Code

MOBILE AL 36619

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL

PRESIDENT - DISTRICT 3

GINA GREGORY

VICE PRESIDENT - DISTRICT 7

CORY PENN

DISTRICT 1

SAMANTHA INGRAM

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JOSH WOODS

DISTRICT 6

CITY CLERK

LISA G. LAMBERT

Council Agenda Date

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
12/01/2025	NEW APPLICATION	2025 - 5764	133023	6	December 16, 2025

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the
Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

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License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

S AND J VENTURE INCORPORATED

Trade Name (DBA)

90 WEST BAR AND GRILL

Location Address

5285 HIGHWAY 90 W

City, State, Zip Code

MOBILE AL 36619

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

**BUILD MOBILE
PLANNING AND ZONING DEPARTMENT**

MEMORANDUM

To: Lana Pafenbach-Gauthier

From: Logan Anderson
Principal Planner

Logan Anderson

Date: December 5, 2025

Re: Application # 5764 / 5285 U.S. Highway 90 W.

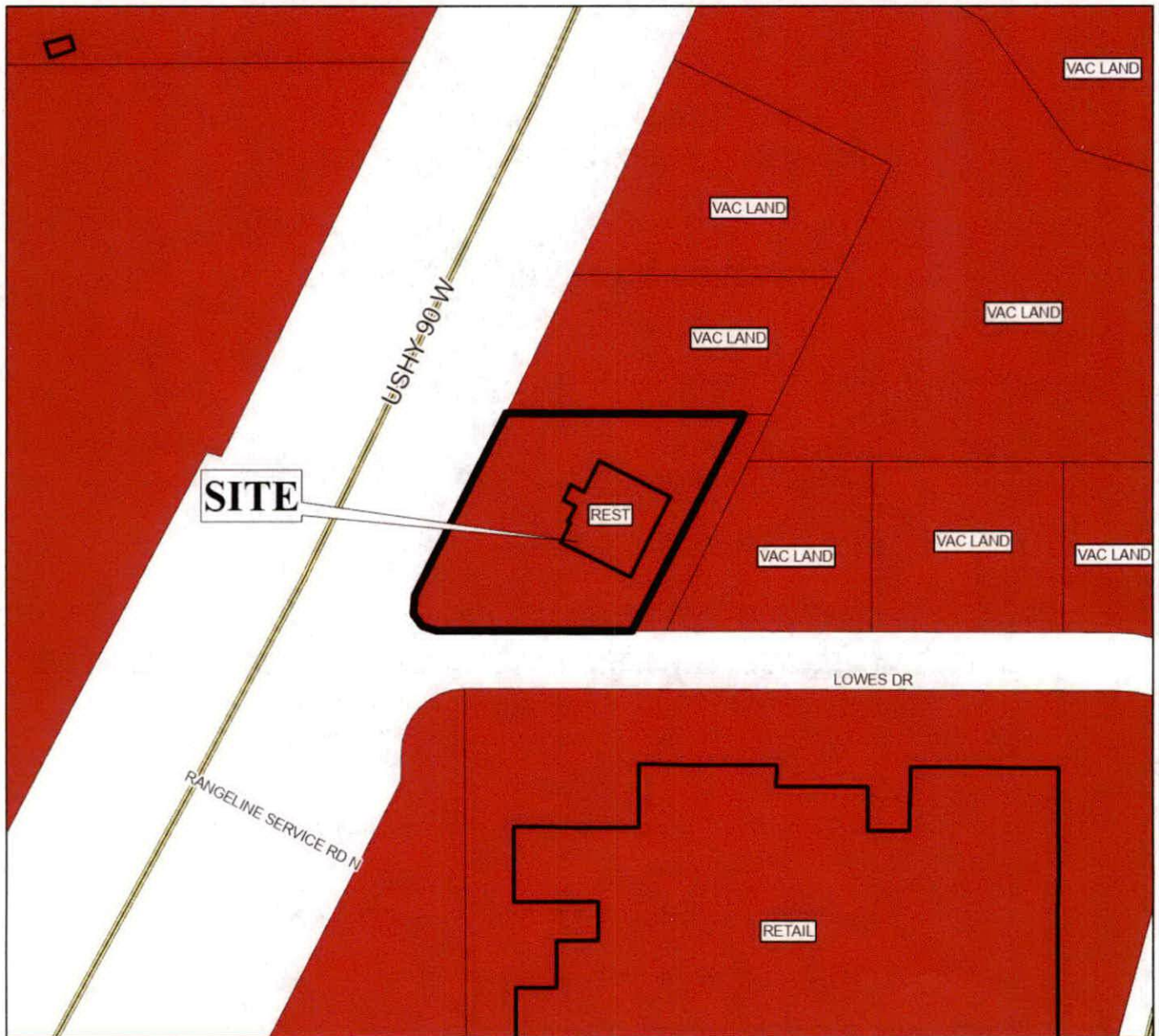
Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned B-3. This is to advise that a restaurant with retail liquor sales is a permitted use in this zoning district.

Based on the plan submitted, the site meets the parking requirements of the Unified Development Code.

If I can be of further assistance, please do not hesitate to contact me.

The site is located in District # 4, Ben Reynolds (Council Member).

MOBILE CITY COUNCIL VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5764 DATE 12/16/2025

APPLICANT S AND J VENTURE INCORPORATED

LOCATION 5285 HWY 90 W

REQUEST ALCOHOLIC BEVERAGE LICENSE



LANDUSE SURVEY
CONDUCTED 2010

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

City of Mobile Alcoholic Beverage License Application

Application Date 12/01/2025	Application Type NEW APPLICATION	Application Number 2025 - 5764	License Account # 133023	Council District 6	Council Agenda Date December 16, 2025
License Type Applied for with Alabama ABC Board 020 - RESTAURANT RETAIL LIQUOR			2nd License Type Applied for with Alabama ABC Board		
Business Information					
Legal Business Name S AND J VENTURE INCORPORATED			Trade Name (DBA) 90 WEST BAR AND GRILL		
Business Structure Type CORP - CORPORATION		Incorporation Date 03/19/2025	SOS Entity ID 001-192-078	State AL	County MOBILE
Federal Tax ID (FEIN) 392300201	Alabama State Sales Tax ID R01261994	Business Phone Number (251) 207-9469			
Physical Address (Street Address, Suite #) 5285 HIGHWAY 90 W		City MOBILE	State AL	Zip Code 36619	
Mailing Address (Street Address, Suite #, PO Box) 5285 HIGHWAY 90 W		City MOBILE	State AL	Zip Code 36619	
Primary Business Activity at the Location Explain (other) LOUNGE/BAR		If Location Transfer, Previous Street Address and Zip Code N/A			
Contact Person Information					
Name SHINORMI FOSTER	Title OWNER	POA	Phone	Email	
If Transfer of ABC License, Previous Licensee Information					
Legal Business Name N/A		Trade Name (DBA)			
ABC License Type		License Number	Any ABC Pending Actions		
Land/Building Information					
Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED					
Property Owner Name and/or Contact Person Name TOMMY SMITH AND KAYLA SMITH		Property Owner Phone Number		Property Owner Email	
Property Owner Mailing Address (Street Address, Suite #, PO Box)		City	State	Zip Code	
Bldg Square Footage 8,000	Bldg Seating Capacity 750	Restroom Facilities YES	Patio Area NO	Structure Type SINGLE STRUCTURE	License Covers ENTIRE STRUCTURE
Do the premises have a fully equipped/operational kitchen? YES Is the business used to habitually and principally provide food to the public? YES Is the business equipped with services and facilities for on premises consumption? YES Will the business be operated primarily as a package store? NO					

City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information				Copy of Driver's License Must Be Provided for each Person	
<u>Full Name (Last, First, Middle)</u>		<u>Title</u>		<u>Driver's License (State, Number)</u>	
MARTIN JEREMY ROSHAWN		VICE PRESIDENT			
<u>Home Address (Street Address, Apt/Unit #)</u>		<u>City</u>		<u>State</u>	<u>Zip Code</u>
<u>Date of Birth</u>	<u>Place of Birth (City, State, Nation)</u>	<u>Social Security Number</u>		<u>Mobile/Phone Number</u>	
<u>Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?</u>					
YES	<u>If Yes, Law Violation</u>	<u>Arresting Agency</u>	<u>Arrest Date</u>	<u>Disposition</u>	
	DISCHARGED WEAPON	BILOXI POLICE DEPT	04/04/2018	NOLLE PROSEQUI	
<u>Do you have any existing State of Alabama ABC license(s) with any entity in your name?</u>					
NO	<u>If Yes, Legal Business Name</u>	<u>Business DBA</u>	<u>Physical Location Address (Street, City, Zip Code)</u>		
<u>Full Name (Last, First, Middle)</u>					
		<u>Title</u>		<u>Driver's License (State, Number)</u>	
<u>Home Address (Street Address, Apt/Unit #)</u>		<u>City</u>		<u>State</u>	<u>Zip Code</u>
<u>Date of Birth</u>	<u>Place of Birth (City, State, Nation)</u>	<u>Social Security Number</u>		<u>Mobile/Phone Number</u>	
<u>Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?</u>					
	<u>If Yes, Law Violation</u>	<u>Arresting Agency</u>	<u>Arrest Date</u>	<u>Disposition</u>	
	<u>If Yes, Legal Business Name</u>	<u>Business DBA</u>	<u>Physical Location Address (Street, City, Zip Code)</u>		
Power of Attorney (POA) Information					
<u>Full Name (Last, First, Middle)</u>		<u>Title</u>	<u>Date of Birth</u>	<u>Driver's License (State, Number)</u>	
N/A					
<u>Home Address (Street Address, Apt/Unit #)</u>		<u>City</u>	<u>State</u>	<u>Zip Code</u>	<u>Phone Number</u>
Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? NO Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? NO Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? YES					

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

SF

The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

SF

The undersigned agree, if a license is used as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officers of the State, County or Municipality in which the licensed premises are located to enter and search with a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling.

SF

The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

SF

The undersigned understands that the City of Mobile reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and the Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed with prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

SF

Applicant for the Alcoholic Beverage license, requested by the forgoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated therein, the applicant is the only person interested in the business for which license is requested.

SF

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

SF

Applicant understands that approval from the State of Alabama Alcoholic Beverage Control Board and the City of Mobile is owner and location specific. If the owner(s) named in the application and/or approval change and/or business is relocated to another location from what was applied for, then they must contact the Alabama Alcoholic Beverage Control Board and the City of Mobile for a new approval.

Owner/Applicant/POA Printed Name

Sh. normi. Woster

Owner/Applicant/POA Signature

[Signature]

Date of Application Signature

12-4-2025

Title of Person Signing this Application

President

Sworn to and subscribed before me this **4th** day of **December** 20 **25**

Notary Person Printed Name

Notary Person Signature

My Notary Commission Expires

--	--	--

City of Mobile Alcoholic Beverage License Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
12/01/2025	NEW APPLICATION	2025 - 5764	133023	6	December 16, 2025

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits at the physical location address below.

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

S AND J VENTURE INCORPORATED

Trade Name (DBA)

90 WEST BAR AND GRILL

Location Address

5285 HIGHWAY 90 W

City, State, Zip Code

MOBILE AL 36619

Contact Person Information				
Name	Title	POA	Phone	Email
SHINORMI FOSTER	OWNER			

Has any outstanding license and tax issues been addressed and corrected with this business? YES

What is/was the start date of this business? 11/14/2025

The alcohol license will not be issued until two (2) letters of approval, signed by City Council, and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department.

Tara Harris

Revenue Department Representative

Letter to City Council

City of Mobile Alcoholic Beverage License Application Notice of Public Hearing

Section 30-79 is hereby added to of the Mobile City Code, 1991, as follows:

Section 30-79 - Notice of Public Hearing for Alcoholic Beverage License

- a) In every case where application is made for any type of alcohol beverage license, in addition to other advertising requirements that may be required by law, notice of said application shall be published on a website approved for such notice by the City's Department of Revenue. Such notice shall read substantially as follows:

S AND J VENTURE INCORPORATED

dba

90 WEST BAR AND GRILL

has made application to the City Council of the City of Mobile for a

020 - RESTAURANT RETAIL LIQUOR and

for the premises located at

5285 HIGHWAY 90 W

, Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am on **December 16, 2025** for application number **2025 - 5764**

- b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.
- c) Applicant shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.


Applicant/POA Signature

Tara Harris
Revenue Department Representative

CITY OF MOBILE
REVENUE DEPARTMENT

December 4, 2025



90 W BAR AND GRILL

5285 USHY 90 WEST

MOBILE, AL 36619 USA

ACCOUNT NUMBER: 133023 TERRITORY 6

INVOICE

<u>BILL #</u>	<u>MTH/YR</u>	<u>DESCRIPTION</u>	<u>AMOUNT BILLED</u>	<u>PENALTY DUE</u>	<u>INTEREST DUE</u>	<u>AMOUNT PAID</u>
2197692	12/2025	ALCOHOL APPLICATION FEE APPLICATION FEE	\$50.00	\$0.0	\$0.00	\$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

\$50.00*

*Additional penalties may apply when payment is rendered

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

<http://mobileselfservice.tylertech.com>

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065



NOTICE!

Notice is hereby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages at the physical location below

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

S AND J VENTURE INCORPORATED

Trade Name (DBA)

90 WEST BAR AND GRILL

Location Address

5285 HIGHWAY 90 W

Zip Code

36619

Application Number

2025 - 5764

Notice Post Date @ Location

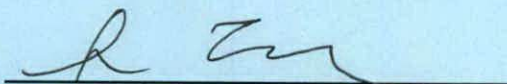
12/01/2025

That public hearing on said application has been set before the City Council in the Government Plaza Auditorium (1st floor) located at 205 Government Street @ 1030am on Tuesday

December 16, 2025

Date

Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication to the City of Mobile City Clerk Office


Applicant/POA Signature

Tara Harris

Revenue Department Representative

In accordance to the City of Mobile codes/ordinances, the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20251125152536986

Type License: 020 - RESTAURANT RETAIL LIQUOR

State: \$300.00 County: \$300.00

Type License: 990 - TOBACCO ONLY

State: \$150.00 County: \$0.00

Trade Name: 90 WEST BAR AND GRILL

Filing Fee: \$100.00

Applicant: S AND J VENTURE INCORPORATED

Transfer Fee:

Location Address: 5285 HIGHWAY 90 W MOBILE, AL 36619

Mailing Address: 5285 HIGHWAY 90 W MOBILE, AL 36619

County: MOBILE Tobacco sales: YES

Tobacco Vending Machines:

Product Type: 01

Type Ownership: CORPORATION

Book, Page, or Document info: 001-181-341

Do you sell Draft Beer?:

Date Incorporated: 03/19/2025 State incorporated: AL

County Incorporated: MOBILE

Date of Authority: 03/19/2025

Federal Tax ID: 33-4064866

Alabama State Sales Tax ID: R012722431

Name:	Title:	Date and Place of Birth:	Residence Address:
JEREMY RSHAWN MARTIN	VICE PRESIDENT		
SHINORMI LAKOLE FOSTER	PRESIDENT		

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: SHINORMI FOSTER

Business Phone:

Fax:

Home Phone:

Cell Phone:

E-mail:

PREVIOUS LICENSE INFORMATION:

Trade Name:

Applicant:

Previous License Number(s)

License 1:

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20251125152536986

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: TOMMY SMITH AND KAYLA SMITH 251-386-8344
What is lessors primary business? REAL ESTATE
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Will the business require an age restriction for all patrons/customers to be 21 years of age or older? NO
Does the premise have a fully equipped kitchen? YES
Is the business used to habitually and principally provide food to the public? YES
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 8000 Display Square Footage:
Building seating capacity: 750 Does Licensed premises include a patio area? NO
License Structure: SINGLE STRUCTURE License covers: ENTIRE STRUCTURE
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? YES

Name:	Violation & Date:	Arresting Agency:	Disposition:
JEREMY ROSHAWN MARTIN	DISCHARGING WEAPON IN THE CITY LIMITS MISD 4/4/2018	BILOXI POLICE DEPT	NOLLE PROSEQUI



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20251125152536986



Initial each

☐ SF
☐ SF

☐ SF

☒ X

☒ X

☒ X

☐ SF

☐ SF

☐ SF

Signature page

In reference to law violations, I attest to the truthfulness of the responses given within the application.

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Shinomi, Foster

Signature of Applicant: [Signature]

Notary Name (print): Sandy Durham

Notary Signature: [Signature]

Commission expires: 9/26/29

Application Taken: 11/25/25 App. Inv. Completed:

Submitted to Local Government:

Forwarded to District Office:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20251125152536986

Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival
Participants licenses ONLY

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

Are members admitted by written application, investigation, and ballot?

Has Agent verified membership applications for each member listed?

Has at least 10% of members listed been confirmed and highlighted?

Agent's Initials:

For what purpose is the club organized?

Does the property used, as well as the advantages, belong to all the members?

Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Wine Festival / Wine Festival Participant licenses (5 Days or Less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

Does anyone involved with this license application have any monetary interest in any other ABC licensed/permitted establishment?: SIDEWAYZ ENTERPRISE INC

STATE OF ALABAMA

DOMESTIC BUSINESS CORPORATION
CERTIFICATE OF INCORPORATION

PURPOSE: In order to form a Business Corporation under Sections 10A-1-3.05 and 10A-2A-2.02 of the Code of Alabama 1975, this Certificate of Incorporation and the appropriate filing fee must be filed with the Office of the Secretary of State. **The information required in this form is required by Title 10A.**

1. The **name of the corporation** (must contain the word "Corporation" or "Incorporated," or the abbreviation of one of those words, and comply with Code of Alabama Section 10A-1-5.04):

S & J VENTURE INCORPORATED

2. **A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.**

3. Street (**No PO Boxes**) address of principal office of the corporation: _____

5285 HIGHWAY 90 W MOBILE, AL 36619

Mailing address of principal office (if different from street address): _____

4. The name of the registered agent (only one agent): SHINORMI FOSTER

Street (**No PO Boxes**) address of registered office (must be located in Alabama): _____

*COUNTY of above address: MOBILE

Mailing address in Alabama of registered office (if different from street address): _____

(For SOS Office Use Only)

Alabama
Sec. Of State
001-181-341 D/C
Date 03/19/2025
Time 08:44:00
File \$100.00
County \$100.00

Total \$200.00

DOMESTIC BUSINESS CORPORATION CERTIFICATE OF INCORPORATION

5. Purpose for which corporation is formed: _____

PROVIDE FOOD AND ENTERTAINMENT _____;
the purpose includes the transaction of any lawful business for which corporations may be incorporated in Alabama under Title 10A, Chapter 2A of the Code of Alabama.

6. Amount of stock the corporation is authorized to issue: 100000 Par Value _____
(optional)

7. Period of duration shall be perpetual unless stated otherwise by an attached exhibit.

8. The name(s) of the Incorporator(s): See attached _____

Street (**No PO Boxes**) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

The name(s) of the Incorporator(s): _____

Street (**No PO Boxes**) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

The name(s) of the Incorporator(s): _____

Street (**No PO Boxes**) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

The name(s) of the Incorporator(s): _____

Street (**No PO Boxes**) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

The name(s) of the Incorporator(s): _____

Street (**No PO Boxes**) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

The name(s) of the Incorporator(s): _____

Street (**No PO Boxes**) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

The name(s) of the Incorporator(s): _____

Street (**No PO Boxes**) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

9. A director has no liability to the corporation or its stockholders for money damages for any action taken, or any failure to take any action, as a director, except liability for (A) the amount of financial benefit received by a director to which he or she is not entitled; (B) an intentional infliction of harm on the corporation or the stockholders; (C) a violation of Section 10A-2A-8.32; (D) an intentional violation of criminal law; or (E) a breach of the director's duty of loyalty to the corporation or its stockholders.



Attached are any other provisions that are not inconsistent with law relating to organization, ownership, governance, business, or affairs of the corporation.

*County of Registered Agent is requested in order to determine distribution of County filing fees.

3 / 19 / 2025

Date (MM/DD/YYYY)

Shinormi Foster

Signature as required by 10A-2A-1.20

PRESIDENT

Title

Additional Details

Incorporators

Incorporator	Street Address	Mailing Address
SHINORMI FOSTER	5285 HIGHWAY 90 W Mobile, AL 36619	5285 HIGHWAY 90 W Mobile, AL 36619

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

**I, Wes Allen, Secretary of State of Alabama, having custody of the
Great and Principal Seal of said State, do hereby certify that**

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama
1975, and upon an examination of the entity records on file in this office, the
following entity name is reserved as available:

S & J VENTURE INCORPORATED

This name reservation is for the exclusive use of Shinormi Foster, 5799 Southland
Dr #5101, Mobile, AL 36693 for a period of one year beginning March 19, 2025
and expiring March 19, 2026



RES208515

**In Testimony Whereof, I have hereunto set my
hand and affixed the Great Seal of the State, at the
Capitol, in the city of Montgomery, on this day.**

March 19, 2025

Date

A handwritten signature in black ink, appearing to read 'Wes Allen', written over a horizontal line.

Wes Allen

Secretary of State

NAME AFFIDAVIT

Before me, the undersigned authority, this day personally appeared SHINORMI LAKOLE FOSTER

("Affiant") who being by me first duly sworn, affirmed as follows:

Affiant is one and the same person as: SHINORMI L FOSTER

[Signature]

(SIGNATURE)

Shinormi Lakole Foster
(PRINT NAME OF AFFIANT)

STATE OF Alabama

(Printed name of Notary)

COUNTY OF Mobile

Sworn to and subscribed before me this 25 day of November, 2025, by Shinormi Lakole Foster
who was personally known to me or who presented driver's license as
identification.

Commission No.

Commission Expiration: 9/24/2029

[Signature]

(Signature of Notary)



CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

LEGAL DESCRIPTION OF PROPERTY

REQUIRED - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535) or this should be included on your deed and/or lease paperwork

5285 Hwy 90 W mobile AL 36619
Part of Lot Rangeline 90 s/o unit one (Revised) Resub of Lot 6
Resub of parcel 6A & 6B M3K 113/83 Beg At TH NW COR OF SD Lot 1 TH
Run S 192.36 FT TH ALG A CURVE 51.14 FT TH E 209.04 FT TH Run N 248.61
FT TH W 251.80 FT TO POB # Sec 38 T5S R2W # MP 33 05 38 0 004

Ownership Type

Company Name

The above described property is ☐ Owned ☒ Leased to/by S & J venture Incorporated

Who has applied for an ALABAMA ALCOHOLIC BEVERAGE LICENSE at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public than an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this 1 day of December 20 25

Notary Printed Name

Notary Signature

My (Notary) Commission Expires

George Mitchell

[Signature]

Feb 28, 2026

Notary Stamp

Owner of Property (Print Name)

Applicant Name (Print Name)

State of Mississippi
GEORGE MITCHELL, Notary Public
Jackson County
My Commission Expires February 28, 2026
Commission Number 122390

Tommy Smith

Shinormi Foster

Owner of Property (Signature)

Applicant Name (Signature)

Tommy Smith

Shinormi Foster

Street Address

Street Address

Date Agreement Sign

12-1-2025

12/1/2025

COMMERCIAL LEASE AGREEMENT FOR ALABAMA

This COMMERCIAL LEASE AGREEMENT FOR ALABAMA (hereinafter the "**Agreement**") is entered into by and between Tommy Smith & Kayla Smith (hereinafter "**Landlord**") and S & J Venture Incorporated (hereinafter "**Tenant**") (Each a "**Party**" to this Agreement and collectively the "**Parties**").

WITNESSETH:

WHEREAS, Landlord manages certain real property situated at 5285 Hwy 90 W, Mobile , Alabama 36619 (hereinafter referred to as the "**Premises**"). Landlord's business address is _____,

WHEREAS, The Parties desire that Tenant lease the Premises from Landlord upon the terms and conditions as contained herein;

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto hereby agree as follows:

1. DEFINITIONS

- a. An "**Alteration**" means any change or improvement to the physical structure or materials comprising the Premises besides mere decorative changes that can quickly and easily be restored to their original states.
- b. "**Common Areas**" means those areas on the property that are not leased to individual tenants and are available for use by all tenants and other occupants of the property and Landlord maintains control and responsibility over.
- c. A "**Fixture**" means a moveable item of personal property (a chattel), including trade fixtures, that becomes part of the property by reason of being attached thereto and cannot easily be removed without damaging or requiring repair of the property.
- d. "**Furnishings**" means all Fixtures, appliances, furniture, and other personal property upon the Premises during the term of this Agreement and provided or owned by Landlord, if any.
- e. "**Normal wear and tear**" means deterioration that occurs when the Premises or any of its Furnishings are used as intended, without negligence, carelessness, accident, or abuse

- k. **Constructions.** The pronouns used herein include, where appropriate, either gender or both, singular and plural. The terms "Landlord" and "Tenant" include the singular as well as the plural.
- l. **Non-Waiver.** No indulgence, waiver, election, or non-election by Landlord under this Agreement will affect Tenant's duties and liabilities hereunder.
- m. **Time of Essence.** Time is of the essence for this Agreement.
- n. **Force Majeure.** Performance of any obligation under this Agreement by any Party will be excused for the duration of any event or circumstance causing a delay in performance through no fault of the obliged Party, including, without limitation, war; reasonably unforeseen supply shortages; changes in law or regulation; strikes; riots; lock-outs; labor troubles; power outages caused by weather or third parties; and natural events, such as blizzards, torrential rain, or tornadoes.
- o. **Counterparts; Electronic Signature.** This Agreement may be executed in counterparts, including by fax, email, or other facsimile, each an original but all considered part of one Agreement. Electronic signatures placed upon counterparts of this Agreement by a Party or their approved agent will be considered valid representations of that Party's signature.

Each Party acknowledges that it has read and understood all the terms of this Agreement and hereby agrees to be bound thereby, including any attached schedules, exhibits, or addendums. Tenant further acknowledges that it was under no duress in signing this Agreement and had full opportunity to negotiate the terms contained herein and to consult independent counsel. Each Party further acknowledges that this Agreement will be effective on the date on which the last signature of the Parties is affixed below.

LANDLORD:

Print: Tommy Smith & Kayla Smith

Sign: Tommy Smith

Sign: Kayla Smith

TENANT:

Print: S & J Venture Incorporated

Sign: Jeremy Martin

Sign: Shinormi Foster



2026
SALES TAX LICENSE
State of Alabama
Alabama Department of Revenue

ISSUED TO:

S&J VENTURE INCORPORATED
5285 HIGHWAY 90 W
MOBILE, AL 36619-4201

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R012722431	11/18/2025	12/31/2026

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/40 CODE OF ALABAMA 1975,
AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE

THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE.
THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF
BUSINESS.

NAICS CODE: 722511

STATE OF ALABAMA
DEPARTMENT OF REVENUE
Jennifer Byrd
Deputy Commissioner

Date of this notice: 03-18-2025

Employer Identification Number:
33-4064866

Form: SS-4

Number of this notice: CP 575 A

S & J VENTURE
INCORPORATED
90 WEST BAR AND GRILL
SHINORMI FOSTER
5285 HIGHWAY 90 W MOBILE,
AL 36619

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 33-4064866. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did not apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 1120

04/15/2026

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents or other payroll service providers, are available to assist you. Visit www.irs.gov/mefbusproviders for a list of companies that offer IRS e-file for business products and services.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.
- * Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is S&JV. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, *Safeguarding Taxpayer Data: A Guide for Your Business*.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.



CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

<u>Business Structure</u> ☐ Sole Proprietorship ☐ Limited Liability Company (LLC) ☒ Corporation		<u>Application Type</u> ☒ New Business ☐ New Owner ☐ Location Change		<u>Transfer - License?</u> ☒ No ☐ Yes <u>Relocation Date</u>		<u>Description/Type</u> ☐ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☐ Restaurant ☐ Other					
<u>License Type Applied for with AL ABC Board (MUST match with ABC Board) - check ALL that apply</u> ☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☐ 020 - Restaurant Retail Liquor ☐ 040 - Retail Beer (On/Off Premises) ☐ 050 - Retail Beer (Off Premises Only) ☐ 060 Retail Table Wine (On/Off Premises) ☐ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine ☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub											
<u>Legal Business Name</u> S & J venture Incorporated				<u>Trade Name (DBA)</u> 90 west Bar and Grill							
<u>Company Physical Address (Street Address, Suite #)</u> 5285 Highway 90 W				<u>City</u> mobile	<u>State</u> AL	<u>Zip Code</u> 36619					
<u>Business Contact Person Information</u> <table border="1"> <tr> <td><u>Name</u> Shinorm. Foster</td> <td><u>Title</u> president</td> <td><u>Phone</u> 1101</td> <td><u>Email</u></td> </tr> </table>								<u>Name</u> Shinorm. Foster	<u>Title</u> president	<u>Phone</u> 1101	<u>Email</u>
<u>Name</u> Shinorm. Foster	<u>Title</u> president	<u>Phone</u> 1101	<u>Email</u>								
URBAN DEVELOPMENT DEPARTMENT USE ONLY											
<u>Building Sq Footage</u> 8000	<u>Parking Provided</u> 27+	<u>Parking Required</u> 27	<u>Compliance</u> yes	<u>Zoning</u> B3	<u>Approved</u> SW						
<u>Comments</u>											
<u>Print Name</u> Samara Walley		<u>Signature</u> Samara Walley			<u>Date</u> 12/4/25						

Priveway

90 West
Bar and grill

Driveway



Planning & Zoning Department

City of Mobile
205 Government Street, Third Floor, South Tower
Mobile, AL 36644

PERMIT NUMBER

ZC-162917-2025

Issue Date: 10/27/2025

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R023305380004004.006.	5285 90 W	

Business Name	Issued To	Zoning Districts
S & J Venture Incorporated	Name: Shinormi Foster Company: S & J Venture Incorporated Address: 5285 90 W MOBILE, AL 36619 Phone:	B-3

This Zoning Classification Allows the property to be used for:

Restaurant

Conditions of Use

CERTIFICATION IS NOT TRANSFERABLE TO ANOTHER PARTY OR LOCATION. THE CERTIFICATION MUST BE POSTED WITH BUSINESS LICENSE. The Applicant/Agent/Owner agrees to comply with all requirements of the Unified Development Code, including signage regulations, as well as with any other applicable Codes and Ordinances.

Issued By: Samara Walley

City of Mobile
PO Box, 1827
Mobile, AL 36633-1827

Telephone: 251.208.5895

Fax: 251.208.5896

R E S O L U T I O N

Sponsored by: Gina Gregory, District 7

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application: Lounge Retail Liquor Class II License

Submitted by: Cody Liquor, Inc.

Location: Cody Liquor Store
65 Cody Road, S.
Ste. D
Mobile, AL 36608

Adopted:

City Clerk



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL

PRESIDENT - DISTRICT 3

GINA GREGORY

VICE PRESIDENT - DISTRICT 7

CORY PENN

DISTRICT 1

SAMANTHA INGRAM

DISTRICT 2

BEN REYNOLDS

DISTRICT 4

BEAU FLEMING

DISTRICT 5

JOSH WOODS

DISTRICT 6

CITY CLERK

LISA C. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
12/02/2025	NEW APPLICATION	2025 - 5763	133138	7	December 16, 2025

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the
Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)

Legal Business Name

CODY LIQUOR INC

Trade Name (DBA)

CODY LIQUOR STORE

Location Address

65 CODY RD S STE D

City, State, Zip Code

MOBILE AL 36608

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL
PRESIDENT - DISTRICT 3

GINA GREGORY
VICE PRESIDENT - DISTRICT 7

CORY PENN
DISTRICT 1

SAMANTHA INGRAM
DISTRICT 2

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Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
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NOTE: If this letter is altered, or changed in any way, it will not be accepted by the
Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)

Legal Business Name

CODY LIQUOR INC

Trade Name (DBA)

CODY LIQUOR STORE

Location Address

65 CODY RD S STE D

City, State, Zip Code

MOBILE AL 36608

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

**BUILD MOBILE
PLANNING AND ZONING DEPARTMENT**

MEMORANDUM

To: Lana Pafenbach-Gauthier

From: Logan Anderson
Principal Planner

Logan Anderson

Date: December 5, 2025

Re: Application # 5763 / 65 Cody Rd. S. Ste. D

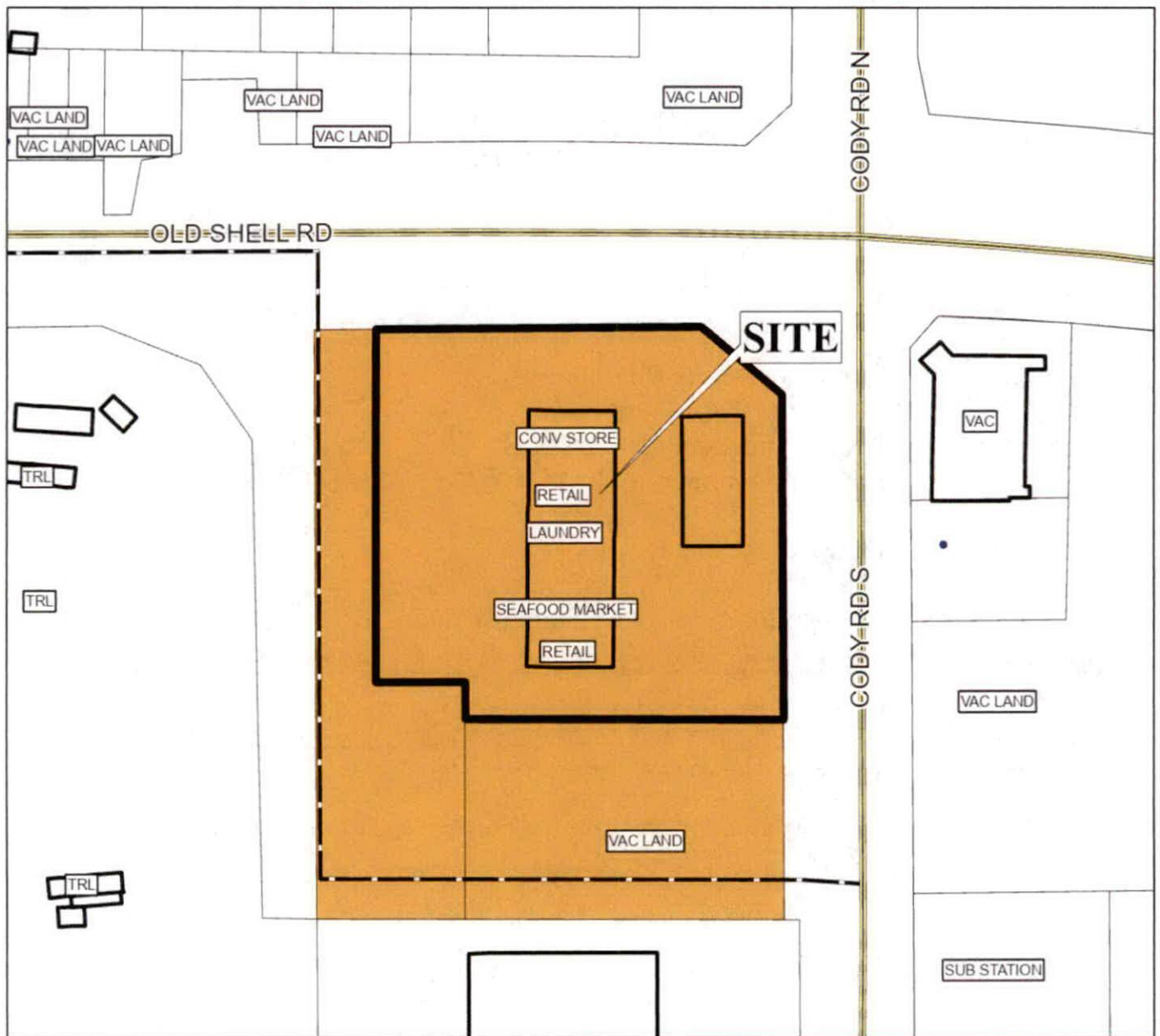
Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned B-2. This is to advise that a package store with retail liquor sales is a permitted use in this zoning district.

Based on the plan submitted, the site meets the parking requirements of the Unified Development Code.

If I can be of further assistance, please do not hesitate to contact me.

The site is located in District # 7, Gina Gregory (Council Member).

MOBILE CITY COUNCIL VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5763 DATE 12/16/2025

APPLICANT CODY LIQUOR INC

LOCATION 65 CODY RD S STE D

REQUEST ALCOHOLIC BEVERAGE LICENSE



LANDUSE SURVEY
CONDUCTED 2010

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

City of Mobile Alcoholic Beverage License Application

Application Date 12/02/2025	Application Type NEW APPLICATION	Application Number 2025 - 5763	License Account # 133138	Council District 7	Council Agenda Date December 16, 2025
License Type Applied for with Alabama ABC Board 011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)			2nd License Type Applied for with Alabama ABC Board		
Business Information					
Legal Business Name CODY LIQUOR INC			Trade Name (DBA) CODY LIQUOR STORE		
Business Structure Type CORP - CORPORATION		Incorporation Date 09/03/2025	SOS Entity ID 001-192-078	State AL	County
Federal Tax ID (FEIN) 39-4144720	Alabama State Sales Tax ID R012679087		Business Phone Number ---		
Physical Address (Street Address, Suite #) 65 CODY RD S STE D			City MOBILE	State AL	Zip Code 36608
Mailing Address (Street Address, Suite #, PO Box) 65 CODY RD S STE D			City MOBILE	State AL	Zip Code 36608
Primary Business Activity at the Location Explain (other) LIQUOR/PACKAGE STORE			If Location Transfer, Previous Street Address and Zip Code N/A		
Contact Person Information					
Name ADNAN ALJALAL	Title OWNER	POA	Phone ---	Email ---	
If Transfer of ABC License, Previous Licensee Information					
Legal Business Name N/A			Trade Name (DBA)		
ABC License Type			License Number	Any ABC Pending Actions	
Land/Building Information					
Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED					
Property Owner Name and/or Contact Person Name KANAN GROUP LLC			Property Owner Phone Number ---	Property Owner Email ---	
Property Owner Mailing Address (Street Address, Suite #, PO Box) ---			City	State	Zip Code
Bldg Square Footage 1,200	Bldg Seating Capacity 16	Restroom Facilities NO	Patio Area NO	Structure Type SHOPPING CENTER	License Covers
Do the premises have a fully equipped/operational kitchen? NO Is the business used to habitually and principally provide food to the public? NO Is the business equipped with services and facilities for on premises consumption? NO Will the business be operated primarily as a package store? NO					

City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information			Copy of Driver's License Must Be Provided for each Person		
<u>Full Name (Last, First, Middle)</u> ADNAN AHMED ALJALAL		<u>Title</u> OWNER		<u>Driver's License (State, Number)</u>	
<u>Home Address (Street Address, Apt/Unit #)</u>		<u>City</u>		<u>State</u>	<u>Zip Code</u>
<u>Date of Birth</u>	<u>Place of Birth (City, State, Nation)</u>	<u>Social Security Number</u>		<u>Mobile/Phone Number</u>	
<u>Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?</u>					
NO	<u>If Yes, Law Violation</u>	<u>Arresting Agency</u>	<u>Arrest Date</u>	<u>Disposition</u>	
<u>Do you have any existing State of Alabama ABC license(s) with any entity in your name?</u>					
NO	<u>If Yes, Legal Business Name</u>	<u>Business DBA</u>		<u>Physical Location Address (Street, City, Zip Code)</u>	
<u>Full Name (Last, First, Middle)</u> N/A		<u>Title</u>		<u>Driver's License (State, Number)</u>	
<u>Home Address (Street Address, Apt/Unit #)</u>		<u>City</u>		<u>State</u>	<u>Zip Code</u>
<u>Date of Birth</u>	<u>Place of Birth (City, State, Nation)</u>	<u>Social Security Number</u>		<u>Mobile/Phone Number</u>	
<u>Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?</u>					
	<u>If Yes, Law Violation</u>	<u>Arresting Agency</u>	<u>Arrest Date</u>	<u>Disposition</u>	
	<u>If Yes, Legal Business Name</u>	<u>Business DBA</u>		<u>Physical Location Address (Street, City, Zip Code)</u>	
Power of Attorney (POA) Information			Copy of Driver's License Must Be Provided for each Person		
<u>Full Name (Last, First, Middle)</u> N/A		<u>Title</u>	<u>Date of Birth</u>	<u>Driver's License (State, Number)</u>	
<u>Home Address (Street Address, Apt/Unit #)</u>		<u>City</u>	<u>State</u>	<u>Zip Code</u>	<u>Phone Number</u>
Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? NO Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? NO Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? YES					

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

AA

The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

AA

The undersigned agree, if a license is used as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officers of the State, County or Municipality in which the licensed premises are located to enter and search with a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling.

AA

The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

AA

The undersigned understands that the City of Mobile reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and the Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed with prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

AA

Applicant for the Alcoholic Beverage license, requested by the forgoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated therein, the applicant is the only person interested in the business for which license is requested.

AA

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

AA

Applicant understands that approval from the State of Alabama Alcoholic Beverage Control Board and the City of Mobile is owner and location specific. If the owner(s) named in the application and/or approval change and/or business is relocated to another location from what was applied for, then they must contact the Alabama Alcoholic Beverage Control Board and the City of Mobile for a new approval.

Owner/Applicant/POA Printed Name

Adnan Aljula

Owner/Applicant/POA Signature

[Signature]

Date of Application Signature

AA

Title of Person Signing this Application

AA

Sworn to and subscribed before me this **3rd** day of **December** 20 **25**

Notary Person Printed Name

Notary Person Signature

My Notary Commission Expires

R Shawn Skinner

November 19 2025

City of Mobile Alcoholic Beverage License Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
12/02/2025	NEW APPLICATION	2025 - 5763	133138	7	December 16, 2025

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits at the physical location address below.

License Type(s)

011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)

Legal Business Name

CODY LIQUOR INC

Trade Name (DBA)

CODY LIQUOR STORE

Location Address

65 CODY RD S STE D

City, State, Zip Code

MOBILE AL 36608

Contact Person Information				
Name	Title	POA	Phone	Email
ADNAN ALJALAL	OWNER			

Has any outstanding license and tax issues been addressed and corrected with this business? YES

What is/was the start date of this business? 11/28/2025

The alcohol license will not be issued until two (2) letters of approval, signed by City Council, and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department.

Tara Harris

Revenue Department Representative

Letter to City Council

City of Mobile Alcoholic Beverage License Application Notice of Public Hearing

Section 30-79 is hereby added to of the Mobile City Code, 1991, as follows:

Section 30-79 - Notice of Public Hearing for Alcoholic Beverage License

- a) In every case where application is made for any type of alcohol beverage license, in addition to other advertizing requirements that may be required by law, notice of said application shall be published on a website approved for such notice by the City's Department of Revenue. Such notice shall read substantially as follows:

CODY LIQUOR INC

dba

CODY LIQUOR STORE

has made application to the City Council of the City of Mobile for a

011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE) and

for the premises located at

65 CODY RD S STE D

, Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am on **December 16, 2025** for application number **2025 - 5763**

- b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.
- c) Applicant shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.



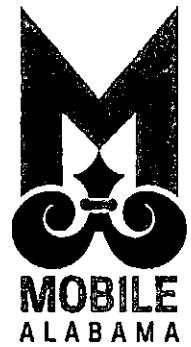
Applicant/POA Signature

Tara Harris

Revenue Department Representative

CITY OF MOBILE
REVENUE DEPARTMENT

December 3, 2025



CODY LIQUOR INC
65 CODY ROAD SOUTH
MOBILE, AL 36608 USA
ACCOUNT NUMBER: 133138 TERRITORY 7

INVOICE

<u>BILL #</u>	<u>MTH/YR</u>	<u>DESCRIPTION</u>	<u>AMOUNT BILLED</u>	<u>PENALTY DUE</u>	<u>INTEREST DUE</u>	<u>AMOUNT PAID</u>
2197574	12/2025	ALCOHOL APPLICATION FEE APPLICATION FEE	\$50.00	\$0.0	\$0.00	\$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

\$50.00*

*Additional penalties may apply when payment is rendered

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

<http://mobileselfservice.tylertech.com>

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20251117163413350

Type License: 011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE) State: \$300.00 County: \$300.00

Type License: 990 - TOBACCO ONLY

State: \$150.00 County: \$0.00

Trade Name: **CODY LIQUOR STORE**

Filing Fee: \$100.00

Applicant: **CODY LIQUOR INC**

Transfer Fee:

Location Address: 65 CODY RD S STE D MOBILE, AL 36608

Mailing Address: 65 CODY RD S STE D MOBILE, AL 36608

County: MOBILE Tobacco sales: YES

Tobacco Vending Machines:

Product Type: 03

Type Ownership: CORPORATION

Book, Page, or Document info: 001-208-979

Do you sell Draft Beer?:

Date Incorporated: 09/03/2025 State incorporated: AL

County Incorporated:

Date of Authority:

Federal Tax ID: 39-4144720

Alabama State Sales Tax ID: R012679087

Name:

Title:

Date and Place of Birth:

Residence Address:

ADNAN AHMED ALJALAL

Incorporated:09/03/2025

Authority:09/03/2025

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: ADNAN ALJALAL

Business Phone:

Fax:

Home Phone:

Cell Phone:

E-ma:

PREVIOUS LICENSE INFORMATION:

Trade Name:

Applicant:

Previous License Number(s)

License 1:

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20251117163413350

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**

Name of Property owner/lessor and phone number: **KANAN GROUP LLC 313-721-1464**

What is lessors primary business? **C-STORES**

Is lessor involved in any way with the alcoholic beverage business? **YES**

Is there any further interest, or connection with, the licensee's business by the lessor? **YES**

Will the business require an age restriction for all patrons/customers to be 21 years of age or older? **YES**

Does the premise have a fully equipped kitchen? **NO**

Is the business used to habitually and principally provide food to the public? **NO**

Does the establishment have restroom facilities? **NO**

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **NO**

Will the business be operated primarily as a package store? **YES**

Building Dimensions Square Footage: **1200** Display Square Footage: **1000**

Building seating capacity: **16** Does Licensed premises include a patio area? **NO**

License Structure: **SHOPPING CENTER** License covers: **OTHER**

Number of licenses in the vicinity: Nearest:

Nearest school: Nearest church: Nearest residence: **1 blocks**

Location is within: **CITY LIMITS** Police protection: **CITY**

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? **NO**

Name:

Violation & Date:

Arresting Agency:

Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20251117163413350

Initial each

AA
AA

In reference to law violations, I attest to the truthfulness of the responses given within the application.

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

AA

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

N/A

In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

N/A

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

N/A

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

AA

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

AA

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

AA

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Adnan ALJALIL

Signature of Applicant:

Notary Name (print): April W Jones

Notary Signature:

Commission expires: 4/12/2026

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

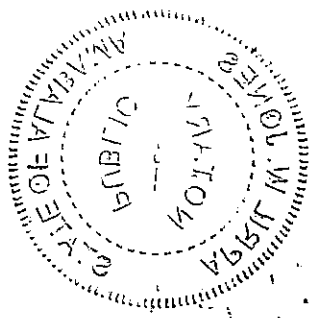
Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:



and left

at 10:00

Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents or other payroll service providers, are available to assist you. Visit www.irs.gov/efilebusproviders for a list of companies that offer IRS e-file for business products and services.

IMPORTANT REMINDERS:

- Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- Refer to this EIN on your tax-related correspondence and documents.
- Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is CODY. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, *Safeguarding Taxpayer Data: A Guide for Your Business*.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

Keep this part for your records.

CP 575 A (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 A
9999999999

Your Telephone Number Best Time to Call
() -

DATE OF THIS NOTICE: 09-03-2025
EMPLOYER IDENTIFICATION NUMBER: 39-4144720
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023
██

CODY LIQUOR INC
65 CODY RD S STE D
MOBILE, AL 36608



2025

SALES TAX LICENSE
State of Alabama
Alabama Department of Revenue

ISSUED TO:

CODY LIQUOR INC
65 CODY RD S STE D
MOBILE, AL 36608-4543

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R012679087	10/1/2025	12/31/2025

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/40 CODE OF ALABAMA 1975,
AS AMENDED, SALES TAX LAW

NON-TRANSFERABLE

THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE.
THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF
BUSINESS.

NAICS CODE: 445320

STATE OF ALABAMA
DEPARTMENT OF REVENUE
Jennifer Byrd
Deputy Commissioner

STATE OF ALABAMA

DOMESTIC BUSINESS CORPORATION
AMENDMENT TO CERTIFICATE OF INCORPORATION

PURPOSE: In order to amend a Business Corporation's Certificate of Incorporation under Section 10A-2A-10.06 of the Code of Alabama 1975 this Amendment and the appropriate filing fees must be filed with the Office of the Secretary of State.

1. The current recorded name of the Corporation:

CODY LIQUOR INC

2. The date the Certificate of Incorporation was filed: 09 / 03 / 2025 (MM/DD/YYYY)

3. Alabama Entity ID Number (Format: 000-000-000): 001 - 208 - 979 **TO OBTAIN ID NUMBER**, go to our website at www.sos.alabama.gov click on Business Services (below picture), click on Business Entity and Name Search, click on Entity Name, enter the name of the entity in the appropriate box, and enter. Click on the number and verify that this is the correct entity. **This step is strongly recommended.**

4. The titles, dates, and places of filing of any previous amendments:

(For SOS Use Only)

Alabama
Sec. Of State
001-208-979 D/C
Date 10/23/2025
Time 16:52:00
File \$100.00

Total \$100.00

DOMESTIC BUSINESS CORPORATION AMENDMENT

5. The following amendment was adopted on 10 / 23 / 2025 (format MM/DD/YYYY):

See attached.

☐

Additional Amendments and the dates on which they were adopted are attached.

*Be very specific about what must be changed if you are amending existing information.

*If the amendment includes a name change, a copy of the **Name Reservation Certificate** issued by the Office of Secretary of State **must be attached**.

*Registered agents and registered agent addresses are changed by filing a Change Of Registered Agent Or Registered Office By Entity form directly with the Office of the Secretary of State (the new agent's signature is required agreeing to accept responsibility). **Agent information will NOT be changed with an amendment.**

*Any instrument not ascertainable by information contained within the filing instrument must be attached pursuant to 10A-2A-10.06(a)(5)(3).

Item 6, 7, or 8 MUST be checked/completed with any appropriate attachments.

6. ☒ The board of directors without stockholder action approved the Amendment. Stockholder action was not required.
7. ☐ The stockholders approved the Amendment. The total number of votes entitled to be cast was _____ (information is required for item a or b). Complete one of the following:
- a. The total number of votes cast for amendment was _____ and the total number of votes cast against amendment was _____.
- b. The total number of undisputed votes cast for amendment was _____ which was a sufficient number of votes to approve amendment.
8. ☐ Amendment by voting groups was required; the information required in item 5 above is provided for each voting group and is attached to and made part of this Domestic Business Corporation Amendment document.

10 / 23 / 2025
Date (MM/DD/YYYY)

Chaitanya Kadiyala
Signature as required by 10A-2A-1.20
Registered Agent
Title/Capacity to Sign under 10A-5A-2.04

Amendment Details

Entity Info		
Current Entity Name CODY LIQUOR INC		Entity ID 001-208-979
Type Business Corporation		Formation Date 2025-09-03
Directors and Addresses		
Original		
Director	Street Address	Mailing Address
Amended		
Director	Street Address	Mailing Address
Adnan Aljalal		(Added)



DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

CODY LIQUOR INC
65 CODY RD S STE D
MOBILE, AL 36608

Date of this notice: 09-03-2025

Employer Identification Number:
39-4144720

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 39-4144720. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did not apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 1120	04/15/2026
Form 940	01/31/2026
Form 941	01/31/2026

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION: If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, Election by a Small Business Corporation.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic

STATE OF ALABAMA

DOMESTIC BUSINESS CORPORATION
CERTIFICATE OF INCORPORATION

PURPOSE: In order to form a Business Corporation under Sections 10A-1-3.05 and 10A-2A-2.02 of the Code of Alabama 1975, this Certificate of Incorporation and the appropriate filing fee must be filed with the Office of the Secretary of State. **The information required in this form is required by Title 10A.**

1. The **name of the corporation** (must contain the word "Corporation" or "Incorporated," or the abbreviation of one of those words, and comply with Code of Alabama Section 10A-1-5.04):

CODY LIQUOR INC

2. **A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.**

3. Street (**No PO Boxes**) address of principal office of the corporation: _____

65 CODY RD S STE D MOBILE, AL 36608

Mailing address of principal office (if different from street address): _____

4. The name of the registered agent (only one agent): CHAITANYA KADIYALA

Street (**No PO Boxes**) address of registered office (**must be located in Alabama**): _____

65 CODY RD S STE D MOBILE, AL 36608

*COUNTY of above address: MOBILE

Mailing address in Alabama of registered office (if different from street address): _____

(For SOS Office Use Only)

Alabama
Sec. Of State

001-208-979 D/C

Date 09/03/2025

Time 16:48:00

File \$100.00

County \$100.00

Total \$200.00

DOMESTIC BUSINESS CORPORATION CERTIFICATE OF INCORPORATION

5. Purpose for which corporation is formed: _____

LIQUOR STORE

; the purpose includes the transaction of any lawful business for which corporations may be incorporated in Alabama under Title 10A, Chapter 2A of the Code of Alabama.

6. Amount of stock the corporation is authorized to issue: 100 Par Value _____
(optional)

7. Period of duration shall be perpetual unless stated otherwise by an attached exhibit.

8. The name(s) of the Incorporator(s): See attached

Street (**No PO Boxes**) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

The name(s) of the Incorporator(s): _____

Street (**No PO Boxes**) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

The name(s) of the Incorporator(s): _____

Street (**No PO Boxes**) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

The name(s) of the Incorporator(s): _____

Street (**No PO Boxes**) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

LEASE-PROPERTY OWNERSHIP AGREEMENT

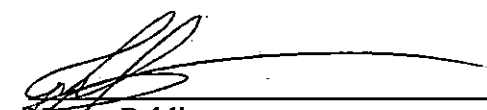
This is to certify that I am the property owner, or that I have legal control of the property described herein located in the city or county of MOBILE and in the county of

MOBILE. State of Alabama.

DESCRIPTION OF PROPERTY: (MUST HAVE LEGAL DESCRIPTION - call the Map & Plat room at Mobile County Revenue Dept. at 574-8534)

The above described property is (☒) owned, () leased, () sub-leased, or otherwise surrendered to _____ who has applied for an **Alabama Alcoholic Beverage License** at the above location.

Sworn to and subscribed before me this 28 day of November, 2025.



Notary Public



Property Owner

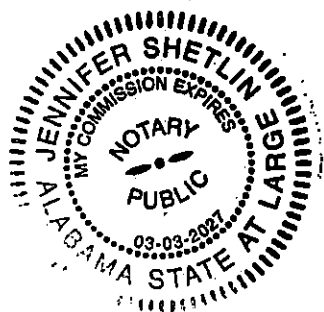
11-28-25

Date

03/03/2027

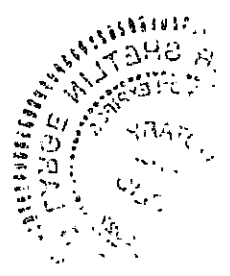
My Commission Expires

Licensee Date



STATE OF ALABAMA
MOBILE COUNTY

11





CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

Business Structure ☐ Sole Proprietorship ☐ Limited Liability Company (LLC) ☒ Corporation	Application Type ☒ New Business ☒ New Owner ☐ Location Change	Transfer - License? ☒ No ☐ Yes Relocation Date	Description/Type ☐ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☒ Package Store ☐ Restaurant ☐ Other
License Type Applied for with AL ABC Board (MUST match with ABC Board) - check ALL that apply ☐ 010 - Lounge Retail Liquor (Class I) ☒ 011 - Lounge Retail Liquor (Class II) - Package Store ☐ 020 - Restaurant Retail Liquor ☐ 040 - Retail Beer (On/Off Premises) ☐ 050 - Retail Beer (Off Premises Only) ☐ 060 Retail Table Wine (On/Off Premises) ☐ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine ☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub			
Legal Business Name Cody Liquor INC		Trade Name (DBA) Cody Liquor	
Company Physical Address (Street Address, Suite #) 65 Cody rd Suite D		City Mobile	State AL
		Zip Code 36608	
Business Contact Person Information			
Name Adnan Aljalal	Title Owner	Phone	Email
URBAN DEVELOPMENT DEPARTMENT USE ONLY			
Building Sq Footage 1200	Parking Provided	Parking Required	Compliance
		Zoning	Approved
Comments			
Print Name		Signature	Date



CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

LEGAL DESCRIPTION OF PROPERTY

REQUIRED - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535 or this should be included on your deed and/or lease paperwork

Ownership Type

Company Name

The above described property is ☒ Owned ☐ Leased to/by

KANAN Group

Who has applied for an *ALABAMA ALCOHOLIC BEVERAGE LICENSE* at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public that an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this 2nd day of December 2025

Notary Printed Name <u>M. Aaron</u>	Notary Signature <u>M. Aaron</u>	My (Notary) Commission Expires <u>3/31/2027</u>
--	-------------------------------------	--

Notary Stamp

Owner of Property (Print Name)

Applicant Name (Print Name)

Adnan Aljalal

Adnan Aljalal

Owner of Property (Signature)

Applicant Name (Signature)

Adn

Adn

Street Address

Street Address

65 Cody Rd Suite D

City, State, Zip

City, State, Zip

Mobile AL 36608

Date Agreement Signed

Date Agreement Signed

12-2-25





Planning & Zoning Department

City of Mobile
205 Government Street, Third Floor, South Tower
Mobile, AL 36644

PERMIT NUMBER

ZC-164502-2025

Issue Date: 12/02/2025

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R022804184005080.001.	65 Cody Rd S	

Business Name	Issued To	Zoning Districts
CODY LIQUOR INC	Name: ADNAN ALJALAL Company: CODY LIQUOR INC Address: 65 Cody Rd S STE D MOBILE, AL 36608 Phone:	B-2

This Zoning Classification Allows the property to be used for:
LIQUOR STORE

Conditions of Use

CERTIFICATION IS NOT TRANSFERABLE TO ANOTHER PARTY OR LOCATION. THE CERTIFICATION MUST BE POSTED WITH BUSINESS LICENSE. The Applicant/Agent/Owner agrees to comply with all requirements of the Unified Development Code, including signage regulations, as well as with any other applicable Codes and Ordinances.

Issued By: Caldwell Whistler

City of Mobile
PO Box, 1827
Mobile, AL 36633-1827

Telephone: 251.208.5895

Fax: 251.208.5896



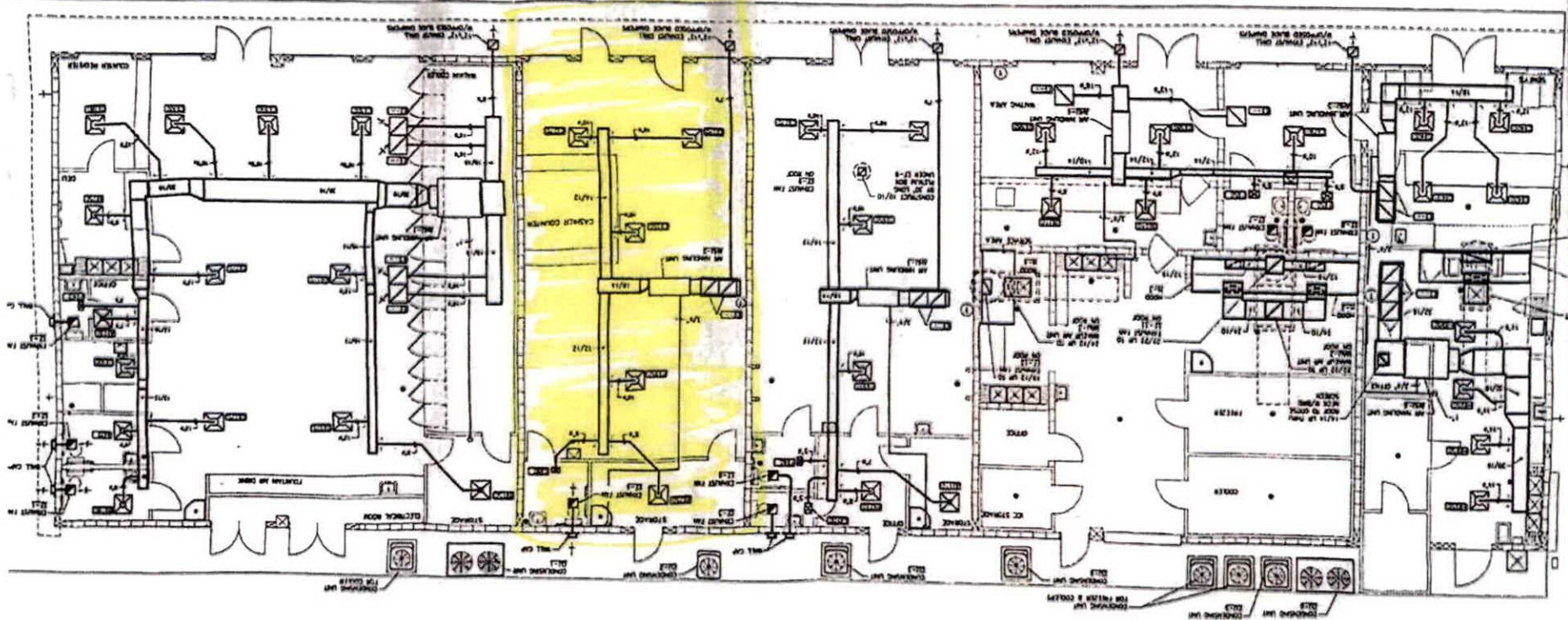
CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

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License Type Applied for with AL ABC Board (MUST match with ABC Board) - check ALL that apply ☐ 010 - Lounge Retail Liquor (Class I) ☒ 011 - Lounge Retail Liquor (Class II) - Package Store ☐ 020 - Restaurant Retail Liquor ☐ 040 - Retail Beer (On/Off Premises) ☐ 050 - Retail Beer (Off Premises Only) ☐ 060 Retail Table Wine (On/Off Premises) ☐ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine ☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub					
Legal Business Name Cody Liquor INC		Trade Name (DBA) Cody Liquor			
Company Physical Address (Street Address, Suite #) 65 Cody rd Suite D		City Mobile	State AL		
Business Contact Person Information Name Adnan Aljalal		Phone	Email		
URBAN DEVELOPMENT DEPARTMENT USE ONLY					
Building Sq Footage 1200	Parking Provided 38	Parking Required 3	Compliance ✓	Zoning B-2	Approved ✓
Comments					
Print Name CALDWELL C. WHISTLER		Signature Caldwell C. Whistler		Date 12-3-2025	

FRANK A. DAGLEY & ASSOCIATES
 CONSULTING ENGINEERS
 MOBILE, ALA.
 USA SQUARE
 HVAC PLAN
 9-16



- LEGEND**
- AIR HANDLING UNIT
 - SUPPLY AIR REGISTER
 - RETURN AIR REGISTER
 - THERMOSTAT
 - VOLUME DAMPER
 - OUTSIDE AIR INTAKE
 - FIRE DAMPER
 - ACOUSTIC LINER
 - ABOVE FINISHED FLOOR
 - SECTION LINE

HVAC PLAN
 SCALE 3/16" = 1'-0"

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 **2419 BREWTON 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. 1, 3, 4, 5, 7, 8, and 15; and***

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **2419 BREWTON AVENUE** described as:

**LOT 330 TRINITY GARDENS EXT S MBK 24 P 21 EXEMPT
RELIGIOUS PURPOSES #SEC 44 T4S R1W #MP29 02 44 0 025**

Parcel Number: 29 02 44 0 025 168

Last Assessed to: HOLY CHURCH OF GOD PENTECOSTAL

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

December 8, 2025



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

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

RE: **Nuisance Abatement Hearing Request**

Please place the following notice on the City Council agenda for **Tuesday, December 16, 2025.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2419 BREWTON AVENUE.** OWNED BY OR MAY HAVE AN INTEREST: **HOLY CHURCH OF GOD PENTECOSTAL** 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 0 025 168

COUNCIL DISTRICT 1 – CORY PENN

LEGAL DESCRIPTION: LOT 330 TRINITY GARDENS EXT S MBK 24 P 21 EXEMPT RELIGIOUS PURPOSES #SEC 44 T4S R1W #MP29 02 44 0 025

GJ/md



City of Mobile
Blight Survey 2025

Report Date: Tuesday, May 13, 2025

Property Address

2419 BREWTON AVE

Property Details

PARCEL KEYX	00697909	LOCAL HISTORIC REGISTRY	N/A
PROPERTY STATUS		NATIONAL HISTORIC REGISTRY	N/A
BLIGHT ZONE	N/A	COUNCIL DISTRICT	1
STRUCTURE TYPE	Commercial	FLOOD ZONE	N/A

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMRRROMISED	N
SURVEY DATE	4/15/2025	COMMENTS	

Property Score

SCORE	40 60	SCORE DISCRIPTION	Review Committee
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Notes

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE

4/16-25
Notes H to O for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 10/14/2025

Property Address: 2419 Brewton Avenue

District No: 1

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



















Affidavit of Mailed Notice



December 8, 2025

State of Alabama
County of Mobile

Subject Property – 2419 Brewton Avenue.

My name and official title is Gary Jackson, Deputy Director of Municipal Enforcement, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1536 or by email address Daughenbaugh@cityofmobile.org.

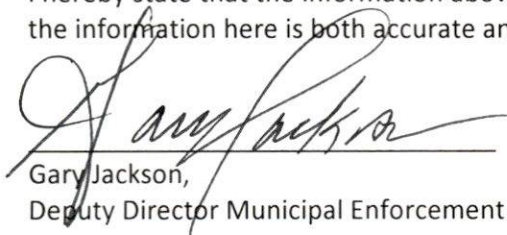
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 4 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

I hereby state that the information above is true, to the best of my knowledge. I also 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**



The Holy Church of God Pentecostal
2419 Brewton Avenue
Mobile AL 36617

October 28, 2025

**RE: 2419 Brewton Avenue
Project Number: ME-036-25**

Dear The Holy Church of God Pentecostal:

On September 15, 2025 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 2419 Brewton Avenue.

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

**LOT 330 TRINITY GARDENS EXT S MBK 24 P 21 EXEMPT RELIGIOUS
PURPOSES #SEC 44 T4S R1W #MP29 02 44 0 025**

Parcel Number: 2902440025168

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

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

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

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

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;

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

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

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

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

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

- a) Repair the structures / and or building by **December 9, 2025**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **December 9, 2025**, provide the Code Official with a work plan to accomplish the repairs by **December 9, 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 **December 9, 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 **December 16, 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: 2419 Brewton Avenue

Date: September 9, 2025

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: August 27, 2025

Per the Title Report, the owner is: The Holy Church of God Pentecostal

Notes: Carrie B. Skinner transferred ownership of the property to the Holy Church of God Pentecostal in 1970. The current mailing address for the Revenue Commission website is listed to Evelyn Skinner Waller per Lexis. Carrie Waller and her husband were the founders of Holy Church of God Pentecostal per her obituary. No information could be obtained on Secretary of Alabama website for Holy Church of God Pentecostal. No Articles of Incorporation were found on Probate website either.

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|--|--|
| 1 | The Holy Church of God
Pentecostal
2419 Brewton Ave
Mobile AL 36617 | Subject/location address |
| 2 | The Holy Church of God
Pentecostal
c/o Evelyn Skinner Waller
Alisha Skinner
2050 Edwards Ave
Mobile AL 36617-3109 | Revenue Commission website mailing address
from 2002 – 2025 – Evelyn & Alisha are daughters
of deceased founders of the church. Phone
numbers are 251-476-3262 and 251-295-0225
good 2025 – Alisha Skinner LexisNexis address
good 6/2025 |
| 3 | The Holy Church of God
Pentecostal
c/o Alisha Skinner
205 Shelton Beach Rd Apt 189
Saraland AL 36571-2727 | Daughter of Evelyn. LexisNexis address good
7/2025. Phone number is 251-591-2073 good
7/2025. |
| 4 | The Holy Church of God
Pentecostal
c/o Alisha Skinner
3600 Michael Blvd Apt 49
Mobile AL 36609-1658 | LexisNexis address good 2/2025 |

TAX STATUS: EXEMPT

Parties with recorded liens per Title Report:

Resolution fixing the costs for the securing of the structure, adopted 3/24/2020, recorded 6/26/2020 in instrument number 2020037847

Open Mortgages: NONE

Lis Pendens: NONE

RESOLUTION

Sponsored by: CJ Small – District 3

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances “adopted December 5, 2017, the accessory structure at **1550 POLK STREET F/K/A 1356 STEWART 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. 1, 4, 5, 7, 8, and 15; and***

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1550 POLK STREET F/K/A 1356 STEWART AVENUE** described as:

LOT 35 BLK 6 OLLINGER & STEIN SUB OF PART BLK 5
MANDEVILLE TRT DBK 128 P 101 #SEC 36 T4S R1W #MP29 11
36 0 004

Parcel Number: 29 11 36 0 004 156

Last Assessed to: MILES OLIVER & ELIZABETH

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

December 8, 2025



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

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

RE: **Nuisance Abatement Hearing Request**

Please place the following notice on the City Council agenda for **Tuesday, December 16, 2025**.

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1550 POLK STREET F/K/A 1356 STEWART AVENUE**. OWNED BY OR MAY HAVE AN INTEREST: **MILES OLIVER & ELIZABETH** 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 11 36 0 004 156

COUNCIL DISTRICT 3 – CJ SMALL

LEGAL DESCRIPTION: LOT 35 BLK 6 OLLINGER & STEIN SUB OF PART BLK 5 MANDEVILLE TRT DBK 128 P 101 #SEC 36 T4S R1W #MP29 11 36 0 004

GJ/md



City of Mobile
Blight Survey -Re-Check

Report Date - _____

Property Address

1356 STEWART AVENUE

Property Details

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

Survey Results

Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	07/12/2023	Comments	

Property Score

Score	63	Score Description	
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REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE

7/24/23

Noted 5 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 10/13/2025

Property Address: 1550 Polk Street f/k/a 1356 Stewart Avenue

District No: 3

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





















Affidavit of Mailed Notice



December 8, 2025

State of Alabama
County of Mobile

Subject Property – 1550 Polk Street f/k/a 1356 Stewart Avenue.

My name and official title is Gary Jackson, Deputy Director of Municipal Enforcement, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1536 or by email address Daughenbaugh@cityofmobile.org.

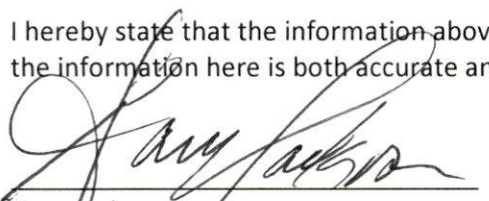
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **13** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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


Gary Jackson,
Deputy Director Municipal Enforcement

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement



Owner
1550 Polk Street
Mobile AL 36605-4905

October 28, 2025

RE: 1550 Polk Street f/k/a 1356 Stewart Avenue
Project Number: ME-066-23

Dear Owner:

On October 14, 2025 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1550 Polk Street f/k/a 1356 Stewart Avenue.

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

LOT 35 BLK 6 OLLINGER & STEIN SUB OF PART BLK 5 MANDEVILLE
TRT DBK 128 P 101 #SEC 36 T4S R1W #MP29 11 36 0 004

Parcel Number: 29 11 36 0 004 156

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

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

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

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

7

7

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;

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

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

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

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

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

- a) Repair the structures / and or building by **December 9, 2025**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **December 9, 2025**, provide the Code Official with a work plan to accomplish the repairs by **December 9, 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 **December 9, 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 **December 16, 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.

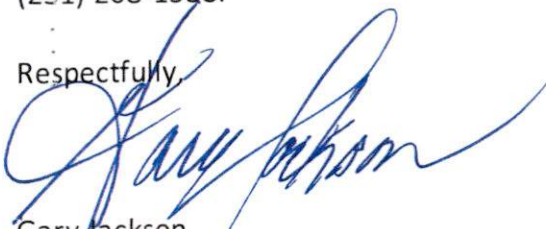
VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition 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: 1550 Polk Street aka 1356 Stewart Ave (Per GIS)

Original Date: August 10, 2023

Update Date: May 29, 2025

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: May 27, 2025

Per the Title Report, the owner is: Fee Simple is vested in Oliver Miles and Elizabeth Miles, both deceased.

Notes: Oliver Miles date of death is 4/16/1995 and Elizabeth Miles date of death is 1/24/2018 (per affidavit from Oliver Miles, Jr.) Elizabeth Miles did not have an estate case, but she did have an incapacitated person case with J. Gregory Carwie as the conservator. The original deed had right of survivorship. Owners had two children. Carolyn Miles Davis (deceased 6/22/2008) and Oliver Miles, Jr. I listed Carolyn's children and only Oliver Miles. Oliver did not have relatives list in LexisNexis other than his wife, Mother and Father.

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS	NOTES
1 Owner 1550 Polk St Mobile AL 36605-4905	Location/subject property
2 John Gregory Carwie Conservator for Elizabeth Miles PO Box 2025 Mobile AL 36652	Refer to Case number 2014-2350 – Elizabeth Miles Phone number 251-434-0101
3 Oliver Miles, Jr. 1802 La Salle St Mobile AL 36606-4311	Son and heir – LexisNexis address good 3/2025 – Paid property taxes for multiple years from 2014 to 2022. Phone number 251-621-9946
4 Oliver Miles, Jr. c/o Darlene S Stevens PO Box 6425 Columbia MD 21045-6425	Wife of Oliver Miles per LexisNexis relatives

- 5 G'vanne McDonald
21101 Kingsland Blvd Apt 1023
Katy TX 77450-5565 Heir – granddaughter – LexisNexis address good
4/2025 – Phone number 281-740-3663 good 2025
- 6 Beanchae Davis
605 Monday St
Mobile AL 36603-6016 Heir – granddaughter – LexisNexis address good
3/2025 – Phone numbers are 251-409-1755 and
251-376-6146 good 2024
- 7 James Davis, Jr.
4950 Government Blvd Apt 38
Mobile AL 36693-5007 Heir – grandson – LexisNexis address good 4/2025
– Phone number is 251-382-2206 good 2025
- 8 Heirs of Oliver & Elizabeth Miles
263 S Scott St
Mobile AL 36603-1614 Revenue Commission mailing address good 2024
to 2026 – Could not connect occupants at this
address as relatives to owners but need to send to
mailing address on Revenue Commission website.

**TAX STATUS: 2023 TAX LIEN PURCHASED BY (LISTED
BELOW) AND 2024 WAS IN LIEN SALE BUT NO ONE
PURCHASED SO NOTICE SHOULD BE SENT TO REVENUE
COMMISSION FOR 2024 TAX LIEN**

- 9 Revenue Commission 2024 Tax Lien
Redemption Department
3925 Michael Blvd Ste G
Mobile AL 36609
- 10 Carmichael Property Group, 2023 Tax Lien Holder – Phone number is 251-610-
LLC 4247.
4071 Leighton Place Dr
Mobile AL 36693-5419

Parties with recorded liens per Title Report:

- 11 Bay Shore Finance Inc Bay Shore Finance Inc vs Oliver Miles, Jr., filed
1678 W I65 Service Rd 6/21/2017, recorded 7/24/2017, LR7534 Pg 1812.
Mobile AL 36693

12 Alabama Medicaid
Liens Division
P. O. Box 5624
Montgomery, AL 36103-5624

Alabama Medicaid Agency vs Oliver Miles, Jr., filed
3/20/2024, recorded 5/6/2024, Instrument number
2024027404.

13 State of AL Dept. of Revenue
Collections Service Dept.
P.O. Box 327820
Montgomery, AL 36132

State of Alabama Department of Revenue vs Oliver
Miles: Three Tax Liens
Account number IIT-R001539199
Lien Number: 1559881216
Lien Number: 2065982976
Lien Number : 992634368

Weed Lien: City of Mobile vs Oliver Miles & Elizabeth Miles, adopted 11/08/2022, recorded
1/16/2024, Instrument number 2024002407.

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Oliver Miles & Elizabeth Miles, filed 7/12/2023, recorded
9/21/2023, instrument number 2023056799.



MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Pafenbach, City Clerk's Office

FROM: Gary Jackson, Deputy Director

DATE: **December 11, 2025**

SUBJECT: WEED LIEN GROUP **1674**

Attached, please find Assessment Lists for Weed Lien Group Number **1674** to Acts of Alabama Number 329, adopted April 28, 1988 and Municipal Ordinance Number 65-048, adopted December 5, 2017, the following Resolution Dates are established:

FIRST RESOLUTION (PUBLIC NUISANCE RESOLUTION):

12/16/2025

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING):

1/20/2026

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): 12/18/2025

LEGAL NOTICE DUE TO MOBILE LAGNIAPPE: 1/1/2026

LEGAL NOTICE ADS: 1/7/2026-1/14/2026

POSTING DATE: 1/13/2026

Copy to: Marchetta Taite

		WEED LIEN																												
		CONTRACT NUMBER																												
		1674			Res. No.																									
12/16/2024		LOTS TO BE DECLARED			58-																									
1/20/2026		LOTS FOR PUBLIC HEARING			58-																									
//2025		LOTS TO BE ASSESSED FOR COST			58-																									
No.	Address	OLD SRO CASE #	CASE #	Amount Assessed	Dis	N/A CBO																								
1	310 Dunbar St	53911	110665		2																									
2	308 Dunbar St	50831	110666		2																									
3	2814 Cottage Hill Rd	72709	110667		1																									
4	1356 Stewart Ave	51356	110668		2																									
5	2450 Gulf Dr	51462	110669		3																									
6	0 Princeton Woods Dr E	53296	110670		7																									
	Par. No. (28 03 05 4 000 009.XXX)																													
7	0 Princeton Woods Dr E	65662	110671		7																									
	Par. No. (28 03 05 1 000 007.XXX)																													
8	1706 Wexford St	76350	110673		2																									
9	1966 Dublin St	51343	110674		3																									
10	1964 Dublin St	51342	110675		3																									
11	0 Frontage Rd	77585	110676		3																									
	Par. No. (29 10 37 0 008 075.XXX)																													
12	1032 Nellie St	88593	110677		3																									
13	2124 Hamilton Rd	63172	110678		1																									
14	2781 Graham Rd S	64879	110679		7																									
15	316 Azalea Cir W	71091	110680		7																									
16	607 Mohawk St	83816	110681		2																									
17	1353 Windsor Ave	82256	110682		3																									
18	1312 Windson Ave	80734	110683		3																									
19	306 N Ann St	77952	110684		2																									
20	1612 Marengo Dr	81232	110685		3																									
21	0 Princeton Woods Dr E	53297	110686		7																									
	Par. No. (28 03 05 1 000 006.XXX)																													
22	1861 LaSalle St	58971	110688		2																									
				\$ -																										
Numbers of lots cut District total for this group Numbers of lots cut <table border="1"> <tbody> <tr><td>1</td><td>2</td><td>1</td></tr> <tr><td>2</td><td>7</td><td>2</td></tr> <tr><td>3</td><td>8</td><td>3</td></tr> <tr><td>4</td><td>0</td><td>4</td></tr> <tr><td>5</td><td>0</td><td>5</td></tr> <tr><td>6</td><td>0</td><td>6</td></tr> <tr><td>7</td><td>5</td><td>7</td></tr> <tr><td colspan="2">22</td><td>0</td></tr> </tbody> </table>							1	2	1	2	7	2	3	8	3	4	0	4	5	0	5	6	0	6	7	5	7	22		0
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4	0	4																												
5	0	5																												
6	0	6																												
7	5	7																												
22		0																												
*ADD Added in from other Groups																														
*CBO Cut By Owner																														
*N/A Taken out by Inspector																														

Handwritten signature 12-11-25

Marchetta Suite 12-11-2025 Page 100 of 658

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 #1674** 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 **20th day of January, 2026**, 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

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

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

WHEREAS, Parcels Nos. 1 through 7 described in the resolution adopted on the 12th day of **November, 2025** have not been cleared of noxious and dangerous weeds and continue to be public nuisances.

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

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

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

Parcels of real property located in the City of Mobile and more particularly described as Parcels Nos. 1 through 7, as described in the resolution adopted on the 12th day of **November, 2025**, and entitled: "A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES."

(Lot Cleaning Liens, Group No.1672 on file in the office of the City Clerk).

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

Adopted:

City Clerk

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

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

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

SECTION 1: It has been determined by the City Council of Mobile that the weeds growing on the privately owned lots or parcels of land described in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part thereof as though set forth in full, known as **Group #1672** 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 **16th day of December, 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: NOV 12 2025



City Clerk



MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director

DATE: **November 4, 2025**

SUBJECT: WEED LIEN GROUP **1672**

Attached, please find Assessment Lists for Weed Lien Group Number **1672** 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):

11/12/2025

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING):

12/16/2025

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): 11/13/2025

LEGAL NOTICE DUE TO MOBILE LAGNIAPPE: 11/27/2025

LEGAL NOTICE ADS: 12/3/2025-12/10/2025

POSTING DATE: 12/9/2025

Copy to: Marchetta Taite

	WEED LIEN					
	CONTRACT NUMBER					
	1672				Res. No.	
11/12/2025	LOTS TO BE DECLARED				58-	
12/16/2025	LOTS FOR PUBLIC HEARING				58-	
//2025	LOTS TO BE ASSESSED FOR COST				58-	
		OLD SRO		Amount	Dis	N/A
No.	Address	CASE #	CASE #	Assessed		CBO
1	2451 Salvia St N	62638	81576		2	
2	2508 Coutney St S	71121	81577		3	
3	1357 Houston St	53918	51578		2	
4	7214 Ninth St	55002	81582		7	
5	2871 Mill St	68233	81583		1	
6	2873 Frederick St	56638	81584		1	
7	300 Union Ave	5660	81585		1	
8	1250 Oak Lane Dr	52144	81586		7	
9	601 Sweney Lane	63515	81587		2	
10	651 Welworth St	60939	81588		1	
11	1917 Seale St	63263	81594		1	
12	7142 Mobile St	43518	81595		4	
13	4273 Higgins Rd	70253	81596		4	
14	3752 Sheips Lane	52904	81597		5	
15	3725 Alba Club Rd	49799	81598		3	
16	1203 Oak Lane Cir W	52184	81602		7	
17	1559 California St	58911	81603		2	
18	405 Flint St	51540	81604		2	
19	1210 Alba St	64904	81605		3	
20	552 S Ann St	59950	81606		3	
				\$ -		
Numbers of lots cut						
District total for this group			Numbers of lots cut			
1	5		1			
2	5		2			
3	4		3			
4	2		4			
5	1		5			
6	0		6			
7	3		7			
	20			0		
*ADD Added in from other Groups						
*CBO Cut By Owner						
*N/A Taken out by Inspector						

Amy Jackson

Marchetta Jule 11-6-2025

RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis

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

November 2025 FFOM – Brandon A. Schaufler (Emp #19830)

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

Adopted:

City Clerk

Email address	mike.allen@cityofmobile.org
Name of Nominee	Brandon Schaufler
Rank of Nominee	Firefighter/Fire Medic
Assignment of Nominee	Engine 12
Date of Incident	Nov 01, 2025
Meritorious Period (To and From)	Nov 1 - Nov 30
Type of Award being requested	Employee of the Month
Summary of Incident / Action	Since being assigned to E12, Schaufler has demonstrated exemplary work ethic and attitude. Schaufler spent the last two years attaining all of the technical rescue classes necessary to earn his "T" in addition to completing his mandated swing driver materials and maintaining proficiency in firefighting skills and tactics. Schaufler also regularly assists the Training Division with working the CPAT. Most recently, Schaufler was one of two rescue techs to make entry into the sewer pipe confined space rescue call. Schaufler also does a commendable job when placed in the role of Driver. From learning the run area, to taking ownership and accountability for the apparatus and those aboard, Schaufler has grown immensely in his knowledge of department rules, regulations, OG's, and general leadership skills. Always arriving early and ready for work and with the attitude to accomplish whatever may be asked of him, Schaufler is well deserving of recognition for Firefighter of the Month.
Name of Originator	Mike Allen
Rank of Originator	Captain
Assignment of Originator	Engine 12
I certify that the fact contained in the summery are both known to me and are a matter of record.	Michael R. Allen

FIREFIGHTER

OF THE MONTH

Brandon A. Schaufler

The Mobile Fire-Rescue Department (MFRD) is proud to honor Firefighter Brandon A. Schaufler as the Firefighter of the Month for November 2025 for extraordinary and exceptional dedication, consistent performance, and significant contributions to Mobile Fire-Rescue Department.

November 2025

MOBILE FIRE-RESCUE DEPARTMENT

C.J. SMALL
PRESIDENT, MOBILE CITY COUNCIL

BARRY N. GLISSON
INTERIM FIRE CHIEF

SPIRO CHERIOGOTIS
MAYOR, CITY OF MOBILE

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

Sponsored by: Councilmembers Cory Penn, District 1

WHEREAS, *Councilmember Penn wishes to appropriate \$2,500.00 to Trinity Gardens Community Civic Club*, from the *District 1 Discretionary Fund (10041020 42080)*; and

WHEREAS, *Trinity Gardens Community Civic Club*, is an Alabama non-profit corporation which provides a service to the community; and

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

WHEREAS, the Mobile City Council determines that this appropriation to *Trinity Gardens Community Civic Club*, will be used to *assist with the Thanksgiving Turkey Giveaway*.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of *\$2,500.00 to Trinity Gardens Community Civic Club*, for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

03-1561

2025

RESOLUTION

Sponsored by: Councilmember Samantha Ingram, District 2

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,
that Treba Young is appointed to the Mobile Tennis Center Advisory Board
effective immediately for a term ending December 16, 2028.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 16 December 2025
Date

Item No. _____

Submitted by: Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: Spiro N. Cheriogotis
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 Graybar Electric Co Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Graybar Electric Co Inc for 5 Stresscrete 22ft round concrete poles with K707 King Luminaire Doral Jr luminaire LED street lights for Mobile St for Traffic Engineering. CIP - Traffic Signal and Street Light Maint.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$41,209.45

FUNDING SOURCE:

Budget Item: See Requisitions

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 Spiro N. Cheriogotis

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>4479</u>	2026	(2060) TRAFFIC ENGINEERING	5 STRESSCRETE 22FT ROUND CONCRETE POLES WITH K707KING LUMINAIRE DORAL JR LUMINAIRE LED STREET LIGHTS FOR MOBILE STREET FOR TRAFFIC ENGINEERING (OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$41,209.45	<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 00004479-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Approved	Page 1
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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 DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/18/25	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	AS PER YOUR QUOTE 2001173238 AND THE OMNIA PARTNERS MASTER AGREEMENT EV2370 STRESSCRETE LTD POLE AND KING PER QUOTE 10432 POLE - E220-BPR-G-E11-AG BALL TOP 6" FIXTURE - K707-P4FL-III-25(SSL)-120:277-40K-(TX-Black) KPL20-KA120-A-S-1-4-(TX -Black) Lead time 12 weeks to ship Freight allowed direct ship to City Vendor Item	5.00 EACH	8241.89000	41209.45
1	2000.80.00.0000.0000.0000.0000.44020. E C1012 .OPERSUPPLS.			41209.45

Ship To
 ELECTRICAL
 854 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 DIANNA LOVE

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004479-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Approved	Page 2
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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 DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/18/25	075199				TRAFFIC ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
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Requisition Link

Requisition Total	41209.45
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E C1012 .OPERSUPPLS.	41209.45	14991.74

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.44020.	41209.45	7417825.91
CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	11/25/25	ADAM SPENCE	Auto approved by: 91054000
Approved	11/25/25	JENNIFER WHITE	
Approved	11/25/25	BRENDA RHODES	
Approved	11/25/25	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	11/25/25	RELYA MALLORY	Auto approved by: 910511034
Unknown	12/09/25	SANDRA LEWIS	
Approved	12/09/25	DONALD ROSE	Auto approved by: 910518227
Approved	12/09/25	SANDRA LEWIS	
Approved	12/09/25	STEVEN KRONINGER	Auto approved by: 910518227
Approved	12/09/25	SAMANTHA COOLEY	Auto approved by: 910518227
Approved	12/09/25	JAMES NEESE	Auto approved by: 910518227
Approved	12/09/25	ANNE FOLEY	Auto approved by: 910518227
Approved	12/09/25	JOHN PAINE	Auto approved by: 910518227

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004479-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Approved
--	---

Page 3

Vendor
 GRAYBAR ELECTRIC CO INC
 4359 HALLS MILL RD

Ship To
 ELECTRICAL
 854 GAYLE STREET

MOBILE, AL 36691

MOBILE, AL 36604
 DLOVE@CITYOFMOBILE.ORG

Tel#251-706-5605
 Fax 251-666-6293

Delivery Reference
 DIANNA LOVE

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/18/25	075199				TRAFFIC ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
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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](#)
- [Pricing](#)
- [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](#)

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K-12 Education
Higher Education
Government
Nonprofit
Enterprise
Corporate
Private Equity
Real Estate

SOLUTIONS

Contract Offerings
OPUS
Data & Spend Analytics
Industry Experts

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info@omniapartners.com
(866) 875-3299

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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



CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 16 December 2025
Date

Item No. _____

Submitted by: Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: Spiro N. Cheriogotis
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 Graybar Electric Co Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Graybar Electric Co Inc for 30 Stresscrete K124 King
Luminaire Paragon Acorn luminaire street lights for Traffic Engineering.
CIP - Traffic Signal and Street Light Maint.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$82,161.30

FUNDING SOURCE:

Budget Item: See Requisitions

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 Spiro N. Cheriogotis

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>4477</u>	2026	(2060) TRAFFIC ENGINEERING	30 STRESSCRETE K124 KING LUMINAIRE PARAGON ACORN LUMINAIRE STREET LIGHTS FOR TRAFFIC ENGINEERING (OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$82,161.30	<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 00004477-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Approved	Page 1
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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 DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/18/25	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	AS PER YOUR QUOTE 2001038412 AND THE OMNIA PARTNERS MASTER AGREEMENT EV2370 K124R-B2ARIII-100(SSL)-120:277-4 OKK12-W K124R-B2AR-III-100(SSL)-120:277-40K K12-WRS-#212-WRS-#2 Referenced Drawing: MOBILE-K124-1 Color: TX Gloss Black (PWDC11001-2) Pricing good through 2/1/2026 Lead time 15-17 weeks after release and approval to ship Freight allowed City Vendor Item	30.00	2738.71000	82161.30
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1	2000.80.00.0000.0000.0000.0000.44020.			82161.30
	E C1012 .OPERSUPPLS.			

Ship To
 ELECTRICAL
 854 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 DIANNA LOVE

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004477-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Approved	Page 2
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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 DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/18/25	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36604			

Requisition Link

Requisition Total 82161.30

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

Account	Amount	Remaining Budget
E C1012 .OPERSUPPLS.	82161.30	14991.74

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.44020.	82161.30	7417825.91

CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
Approved	11/25/25	ADAM SPENCE	Auto approved by: 91054000
Approved	11/25/25	JENNIFER WHITE	
Approved	11/26/25	BRENDA RHODES	
Approved	11/26/25	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	11/26/25	RELYA MALLORY	Auto approved by: 910511034
Approved	12/09/25	DONALD ROSE	Auto approved by: 910518227
Approved	12/09/25	SANDRA LEWIS	
Approved	12/09/25	STEVEN KRONINGER	Auto approved by: 910518227
Approved	12/09/25	SAMANTHA COOLEY	Auto approved by: 910518227
Approved	12/09/25	JAMES NEESE	Auto approved by: 910518227
Approved	12/09/25	ANNE FOLEY	Auto approved by: 910518227
Approved	12/09/25	JOHN PAINE	Auto approved by: 910518227

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004477-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Approved
--	---

Page 3

Vendor
 GRAYBAR ELECTRIC CO INC
 4359 HALLS MILL RD

Ship To
 ELECTRICAL
 854 GAYLE STREET

MOBILE, AL 36691

MOBILE, AL 36604
 DLOVE@CITYOFMOBILE.ORG

Tel#251-706-5605
 Fax 251-666-6293

Delivery Reference
 DIANNA LOVE

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/18/25	075199				TRAFFIC ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
--------------------------	-----	------------	-----------

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.

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Private Equity

Public Sector



K-12 Education



Higher Education



State & Local Government

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- **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](#)
- [Pricing](#)
- [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](#)

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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.

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Should the Department receive notice that Omnia, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Omnia’s competitive bid process approval will subject to immediate revocation by the Department.

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for “public works,” as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than \$100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

If the Department can be of further assistance, please let us know.

Sincerely,

A handwritten signature in black ink, appearing to read 'RLR', with a stylized flourish at the end.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 16 December 2025
Date

Item No. _____

Submitted by: Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: Spiro N. Cheriogotis
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 Graybar Electric Co Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Graybar Electric Co Inc for 30 Visco 11ft cast-iron
decorative street light poles for St Louis St for Traffic Engineering.
CIP - Traffic Signal and Street Light Maint.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$132,485.70

FUNDING SOURCE:

Budget Item: See Requisitions

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 Spiro N. Cheriogotis

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>4478</u>	2026	(2060) TRAFFIC ENGINEERING	30 VISCO 11FT CAST IRON DECORATIVE STREET LIGHT POLES FOR ST LOUIS STREET (OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$132,485.70	(075199) <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 00004478-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Approved	Page 1
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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 DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/18/25	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	AS PER YOUR QUOTE 2001173173 AND OMNIA PARTNERS MASTER AGREEMENT EV2370 VISCO INC VI-E20-D1-11'-31/2- TENON-GFCI-WPC-AB DECORATIVE POLES Vendor Item	30.00 EACH	4416.19000	132485.70
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1	2000.80.00.0000.0000.0000.0000.44020. E C1012 .OPERSUPPLS.			132485.70
---	---	--	--	-----------

Ship To
 ELECTRICAL
 854 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 DIANNA LOVE

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

[Requisition Link](#)

Requisition Total	132485.70
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004478-00 FY 2026 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 DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/18/25	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
E C1012	.OPERSUPPLS.		132485.70	14991.74

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.44020.	132485.70	7417825.91
CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	11/25/25	ADAM SPENCE	Auto approved by: 91054000
Approved	11/25/25	JENNIFER WHITE	
Approved	11/25/25	BRENDA RHODES	
Approved	11/25/25	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	11/25/25	RELYA MALLORY	Auto approved by: 910511034
Approved	12/10/25	DONALD ROSE	Auto approved by: 910518227
Approved	12/10/25	SANDRA LEWIS	
Approved	12/10/25	STEVEN KRONINGER	Auto approved by: 910518227
Approved	12/10/25	SAMANTHA COOLEY	Auto approved by: 910518227
Approved	12/10/25	JAMES NEESE	Auto approved by: 910518227
Approved	12/10/25	ANNE FOLEY	Auto approved by: 910518227
Approved	12/10/25	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](#)
- [Pricing](#)
- [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



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Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338



Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

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



CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 16 December 2025 Date Item No. _____

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

Sponsored by: Spiro N. Cheriogotis 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 Skulski Consulting LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Skulski Consulting LLC for Americans with Disabilities Act
program assessments, consultation, and training for MPRD.
CIP 2017 Citywide ADA Assessments

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$33,500.00

FUNDING SOURCE:

Budget Item: See Requisitions Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Professional services

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 Spiro N. Cheriogotis

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>4425</u>	2026	(2025) OPERATIONS & CEMETERIES	AMERICANS WITH DISABILITIES ACT PROGRAM ASSESSMENTS, CONSULTATION, AND TRAINING FOR MPRD (PROFESSIONAL SERVICE)	\$33,500.00	<u>(294699) SKULSKI CONSULTING LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004425-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.42200. Review: Buyer: Status: Released
--	---

Page 1

Vendor
 SKULSKI CONSULTING LLC
 11084 MAST COURT

FISHERS, IN 46040
 USA
 Tel#3174084424

Ship To
 PARKS SAGE AVE
 48 N. SAGE AVE
 NORTH SIDE DOOR
 MOBILE, AL 36607
 DEEANN.POPPLE@CITYOFMOBILE.ORG

Delivery Reference
 DEEANN POPPLE

Deliver To
 PARKS SAGE AVE
 48 N. SAGE AVE
 NORTH SIDE DOOR
 MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/17/25	294699				OPERATIONS & CEMETERIES

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

Provide listed ADA consulting and training services as per your quote dated 11-05-2025. Coordinate delivery of services with Director, Parks & Recreation.

001 LEADERSHIP TRAINING, ONE DAY ON-SITE	1.00 EACH	4000.00000	4000.00
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1 2000.80.00.0000.0000.0000.0000.42200. E C0060 .PROFTECHNC.		4000.00
---	--	---------

Ship To
 PARKS SAGE AVE
 48 N. SAGE AVE
 NORTH SIDE DOOR
 MOBILE, AL 36607
 Delivery Reference
 DEEANN POPPLE

Deliver To
 PARKS SAGE AVE
 48 N. SAGE AVE
 NORTH SIDE DOOR
 MOBILE, AL 36607

002 ADA TRAINING** FOR OPERATIONS AND PROGRAM STAFF, TWO DAY TRAINING ON SITE	1.00 EACH	6000.00000	6000.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004425-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.42200. Review: Buyer: Status: Released	Page 2
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Vendor SKULSKI CONSULTING LLC 11084 MAST COURT FISHERS, IN 46040 USA Tel#3174084424	Ship To PARKS SAGE AVE 48 N. SAGE AVE NORTH SIDE DOOR MOBILE, AL 36607 DEEANN.POPPLE@CITYOFMOBILE.ORG Delivery Reference DEEANN POPPLE Deliver To PARKS SAGE AVE 48 N. SAGE AVE NORTH SIDE DOOR MOBILE, AL 36607
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/17/25	294699				OPERATIONS & CEMETERIES

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.42200. E C0060 .PROFTECHNC.			6000.00

Ship To
 PARKS SAGE AVE
 48 N. SAGE AVE
 NORTH SIDE DOOR
 MOBILE, AL 36607
 Delivery Reference
 DEEANN POPPLE

Deliver To
 PARKS SAGE AVE
 48 N. SAGE AVE
 NORTH SIDE DOOR
 MOBILE, AL 36607

003	UNIVERSAL DESIGN WORKSHOP**, ONE DAY WORKSHOP, ON-SITE	1.00 EACH	4000.00000	4000.00
1	2000.80.00.0000.0000.0000.0000.42200. E C0060 .PROFTECHNC.			4000.00

Ship To
 PARKS SAGE AVE
 48 N. SAGE AVE
 NORTH SIDE DOOR
 MOBILE, AL 36607
 Delivery Reference
 DEEANN POPPLE

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004425-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.42200. Review: Buyer: Status: Released	Page 3
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Vendor SKULSKI CONSULTING LLC 11084 MAST COURT FISHERS, IN 46040 USA Tel#3174084424	Ship To PARKS SAGE AVE 48 N. SAGE AVE NORTH SIDE DOOR MOBILE, AL 36607 DEEANN.POPPLE@CITYOFMOBILE.ORG Delivery Reference DEEANN POPPLE Deliver To PARKS SAGE AVE 48 N. SAGE AVE NORTH SIDE DOOR MOBILE, AL 36607
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/17/25	294699				OPERATIONS & CEMETERIES

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To PARKS SAGE AVE 48 N. SAGE AVE NORTH SIDE DOOR MOBILE, AL 36607			
004	ADA REFRESHER TRAINING** FOR SUPERVISORS AND NEW HIRES, TWO DAY TRAINING ON-SITE	1.00 EACH	6500.00000	6500.00
1	2000.80.00.0000.0000.0000.0000.42200. E C0060 .PROFTECHNC.			6500.00
	Ship To PARKS SAGE AVE 48 N. SAGE AVE NORTH SIDE DOOR MOBILE, AL 36607 Delivery Reference DEEANN POPPLE Deliver To PARKS SAGE AVE 48 N. SAGE AVE NORTH SIDE DOOR MOBILE, AL 36607			

005	ADA WEBINARS**, 90-MINUTE	5.00	500.00000	2500.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004425-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.42200. Review: Buyer: Status: Released	Page 4
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Vendor SKULSKI CONSULTING LLC 11084 MAST COURT FISHERS, IN 46040 USA Tel#3174084424	Ship To PARKS SAGE AVE 48 N. SAGE AVE NORTH SIDE DOOR MOBILE, AL 36607 DEEANN.POPPLE@CITYOFMOBILE.ORG Delivery Reference DEEANN POPPLE Deliver To PARKS SAGE AVE 48 N. SAGE AVE NORTH SIDE DOOR MOBILE, AL 36607
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/17/25	294699				OPERATIONS & CEMETERIES

LN	Description / Account	Qty EACH	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.42200. E C0060 .PROFTECHNC.			2500.00
Ship To PARKS SAGE AVE 48 N. SAGE AVE NORTH SIDE DOOR MOBILE, AL 36607 Delivery Reference DEEANN POPPLE Deliver To PARKS SAGE AVE 48 N. SAGE AVE NORTH SIDE DOOR MOBILE, AL 36607				
006	ADA COMPLIANCE TECHNICAL SUPPORT, FACILITATED ADA TRANSITION PLANNING, AND PLAN REVIEWS, MEETINGS AND CONFERENCE CALLS WITH ACCESSIBILITY MANAGEMENT TEAM	5.00 EACH	1500.00000	7500.00
1	2000.80.00.0000.0000.0000.0000.42200. E C0060 .PROFTECHNC.			7500.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004425-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.42200. Review: Buyer: Status: Released	Page 5
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Vendor SKULSKI CONSULTING LLC 11084 MAST COURT FISHERS, IN 46040 USA Tel#3174084424	Ship To PARKS SAGE AVE 48 N. SAGE AVE NORTH SIDE DOOR MOBILE, AL 36607 DEEANN.POPPLE@CITYOFMOBILE.ORG Delivery Reference DEEANN POPPLE Deliver To PARKS SAGE AVE 48 N. SAGE AVE NORTH SIDE DOOR MOBILE, AL 36607
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/17/25	294699				OPERATIONS & CEMETERIES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To PARKS SAGE AVE 48 N. SAGE AVE NORTH SIDE DOOR MOBILE, AL 36607 Delivery Reference DEEANN POPPLE Deliver To PARKS SAGE AVE 48 N. SAGE AVE NORTH SIDE DOOR MOBILE, AL 36607			
007	ADA COMPLIANCE TECHNICAL SUPPORT, FACILITATED ADA TRANSITION PLANNING, AND PLAN REVIEWS, MEETINGS AND CONFERENCE CALLS WITH ACCESSIBILITY MANAGEMENT TEAM	20.00 EACH	150.00000	3000.00
1	2000.80.00.0000.0000.0000.0000.42200. E C0060 .PROFTECHNC.			3000.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004425-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.42200. Review: Buyer: Status: Released	Page 6
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Vendor SKULSKI CONSULTING LLC 11084 MAST COURT FISHERS, IN 46040 USA Tel#3174084424	Ship To PARKS SAGE AVE 48 N. SAGE AVE NORTH SIDE DOOR MOBILE, AL 36607 DEEANN.POPPLE@CITYOFMOBILE.ORG Delivery Reference DEEANN POPPLE Deliver To PARKS SAGE AVE 48 N. SAGE AVE NORTH SIDE DOOR MOBILE, AL 36607
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/17/25	294699				OPERATIONS & CEMETERIES

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 PARKS SAGE AVE
 48 N. SAGE AVE
 NORTH SIDE DOOR
 MOBILE, AL 36607
 Delivery Reference
 DEEANN POPPLE

Deliver To
 PARKS SAGE AVE
 48 N. SAGE AVE
 NORTH SIDE DOOR
 MOBILE, AL 36607

[Requisition Link](#)

Requisition Total	33500.00
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E C0060 .PROFTECHNC. .	33500.00	57513.00

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.42200.	33500.00	3020800.25
CAPITAL IMPROVEMENTS FUND EXP PROFESSIONAL & TECHNICAL		

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

Activity	Date	Clerk	Comment
Forward	11/21/25	CARLEEN STOUT	



CAPITAL CONTRACT SUMMARY SHEET

C# 5628



AGENDA ITEM SUMMARY SHEET

Agenda of: December 16, 2025

Submitted by:

Jennifer Greene, Dir of Programs & Project Mgmt

Sponsored by:

Spiro Cheriogotis, INACTIVE

Gina Gregory, Councilmember

Purpose and Scope of Project:

Attached to this cover letter is a Construction Engineering and Inspection (CE&I) services Contract between the City of Mobile (City) and McCrory & Williams, Inc. (Engineer) for the Lighting for Japanese Gardens and Segment 1 of the Three Mile Creek Greenway Trail, COM Project No. 2025-2045-01, for the amount of \$28,500.00. The scope of work for this project includes furnishing and installing the lighting system for the Japanese Gardens Trailhead and Segment 1 of the Greenway Trail. This project aims to enhance pedestrian safety and create a more walkable and bike-friendly environment at any hour of the day.

Amount of Contract:

\$28,500

Funding Source

C0291

ATTACHMENTS:

1. 0-RESOLUTION_Lighting_2025-2045-01
2. 1-COVER LETTER_Lighting_2025-2045-01
3. 2-CE&I CONTRACT_McC&W_Lighting JPGD 3MC Seg 1
4. 3-Legal Review Email
5. Capital Contract Summary Sheet Lighting

REVIEWERS:

Jennifer Greene

Nicholas Amberger

Brenda Rhodes
Cherlina Monteiro
James Barber

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

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

NAME OF COMPANY:	McCrory & Williams, Inc.
PROJECT NAME:	Lighting for Japanese Gardens and Segment 1 of the Three Mile Creek Greenway Trail
PROJECT NO:	2025-2045-01
AMOUNT:	\$28,500.00

Adopted:

City Clerk

Date



December 10, 2025

Dear Councilmembers:

Attached to this cover letter is a **Construction Engineering and Inspection (CE&I) services Contract** between the City of Mobile (City) and McCrory & Williams, Inc. (Engineer) for the **Lighting for Japanese Gardens and Segment 1 of the Three Mile Creek Greenway Trail**, COM Project No. 2025-2045-01, for the amount of **\$28,500.00**. The scope of work for this project includes furnishing and installing the lighting system for the Japanese Gardens Trailhead and Segment 1 of the Greenway Trail. This project aims to enhance pedestrian safety and create a more walkable and bike-friendly environment at any hour of the day. This project is funded through Capital Funds.

We appreciate your continued support and communication on this important project. Please call Jennifer Greene with questions at 251-208-7199 or email at jennifer.greene@cityofmobile.org.

Respectfully,

A handwritten signature in black ink, appearing to read 'J. Greene'.

Jennifer Greene
Director, Programs and Project Management
Public Works, Engineering and Infrastructure



**LIGHTING FOR JAPANESE GARDENS AND SEGMENT 1 OF
THE THREE MILE CREEK GREENWAY TRAIL**

**CONSTRUCTION ENGINEERING AND INSPECTION
SERVICES**

PROJECT No: 2025-2045-01

ENGINEER:

MCCRORY & WILLIAMS, INC.



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: CITY OF MOBILE, ALABAMA (“City”), a municipal corporation organized under the laws of the State of Alabama, acting by and through its Mayor and City Council; and McCrory & Williams, Inc. (“Engineer”), an Alabama corporation with its principal office at 3207 International Dr, Mobile, AL 36606.

This Agreement, including its Exhibits, attached hereto, all incorporated herein, represents the entire agreement between Contractor 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. Contractor and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

WHEREAS, **McCrory & Williams, Inc.** is uniquely qualified in the business of professional engineering and construction inspection services.

WHEREAS, the City of Mobile desires to engage **McCrory & Williams, Inc.** 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:

ALDOT – State of Alabama Department of Transportation

CITY – City of Mobile, Alabama

CITY COUNCIL – Mobile City Council, the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CITY ENGINEER – That person designated by the CITY as CITY ENGINEER or his appointed assistants.

CONTRACT – Whenever the word "CONTRACT" is used it shall be held to mean this executed document and any and all exhibits and attachments comprising the written agreement between the City of Mobile and the ENGINEER setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR – An individual, corporation, partnership, or other entity selected to perform any or all construction services.

ENGINEER – The engineering company assigned to perform engineering and construction inspection services for this PROJECT. The engineering company assigned to this PROJECT is **MCCRORY & WILLIAMS, INC.**

INSPECTOR – An authorized representative of the ENGINEER, assigned to make inspections of the PROJECT.

NOTICE TO PROCEED – A written notice to proceed issued by the PROJECT MANAGER either for the Construction Phase, as set out in Section III.

PROJECT – **Lighting for Japanese Gardens and Segment 1 of the Three Mile Creek Greenway Trail**, PROJECT NO. **2025-2045-01**. This is for the professional engineering services and construction inspection services, as directed by the PROJECT MANAGER, of the construction work to install the lighting system for the Japanese Gardens Trailhead and Segment 1 of the Greenway Trail.

PROPOSAL – The proposal attached in Exhibit C dated November 14, 2025, outlining professional services that will be provided by ENGINEER pursuant to Section III herein.

PROJECT ENGINEER – A registered Professional Engineer licensed in the State of Alabama who is an authorized representative of the **ENGINEER**.

PROJECT MANAGER – An individual designated by the CITY as PROJECT MANAGER.

STANDARD SPECIFICATIONS – Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, on file in the office of the PROJECT MANAGER.

II. STANDARDS

The CITY hereby retains the ENGINEER and the ENGINEER agrees to perform for the CITY the professional engineering services in connection with the PROJECT. Professional engineering services shall include all work necessary to the performance in proper sequence of the items of work as hereinafter set forth. The ENGINEER, in the preparation of plans and any other items pertaining to this PROJECT, will meet the requirements for conformance with the STANDARD SPECIFICATIONS, adopted by the State of Alabama Department of Transportation, and applicable local ordinances, and will ascertain the practices of the CITY prior to beginning any work on this PROJECT. All

work required under this CONTRACT will be performed in accordance with these specifications, standards and any special requirements hereinafter set forth. All work performed by the ENGINEER under this CONTRACT will be submitted to the CITY for review and administrative approval only.

III. SCOPE OF WORK

The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the PROJECT MANAGER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the 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 ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.

All CE&I deliverables (daily logs, photos, pay quantities, DBE reports, close-out documents).

The scope of work is divided into the following Phases:

A. Construction Phase

A. CONSTRUCTION PHASE

1. Quality Assurance

- a. The ENGINEER shall conduct a Pre-construction conference with the CITY staff, the CONTRACTOR, the testing firm, and all utilities involved in the PROJECT to establish the work schedule and coordination of all persons necessary for the proper execution and construction of the PROJECT.
- b. ENGINEER shall require the CONTRACTOR to ensure quality assurance during construction. The CONTRACTOR's quality assurance shall be conducted in general conformance to procedures set forth in the STANDARD SPECIFICATIONS and the requirements of the National Pollution Discharge Elimination System (NPDES) Storm Water Discharge General Permit, if applicable. The ENGINEER shall require the CONTRACTOR to maintain on-site a copy of the STANDARD SPECIFICATIONS and the ENGINEER shall ensure that all of the personnel involved in the construction phase of the project are thoroughly familiar with the provisions of the STANDARD SPECIFICATIONS.

2. Compliance with Plans and Specifications

- a. The ENGINEER shall enforce all requirements of the plans and specifications for compliance with quality, quantity, materials, and measurements excluding safety.

- b. The ENGINEER shall supply lines and grades for the improvements undertaken, including those for the control of the work. This shall include setting lines and grade stakes and control points throughout the PROJECT. The CONTRACTOR shall be responsible for maintenance of the line and grade stakes.
 - c. The ENGINEER shall inform and coordinate with the material testing firm contracted by the CITY, to perform materials testing and associated services.
 - d. The ENGINEER shall ensure the materials comply with specifications by continuous coordination and communication with the material testing firm assigned by the CITY.
 - e. The ENGINEER shall review construction invoices, verify quantities, and certify accuracy for submittal to and approval and payment by the CITY.
 - f. The ENGINEER shall provide construction administration and be in responsible charge of the project.
3. PROJECT Observation/Inspection
- a. The ENGINEER shall appoint a competent INSPECTOR, capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work to be performed, who shall work under the direct supervision of a registered PROJECT ENGINEER. The INSPECTOR shall be experienced and qualified to determine the requirements of the plans and specifications. The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the PROJECT MANAGER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the 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 ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.
 - b. The CITY reserves the right to require replacement of any INSPECTOR considered to be unqualified for the work. The duty of the INSPECTOR is to determine CONTRACTOR compliance with the plans and specifications. Nothing contained herein shall be construed to mean that the INSPECTOR or the ENGINEER's agent controls or assumes a right to the manner in which the CONTRACTOR performs the work.
 - c. The PROJECT MANAGER reserves the right to appoint department representatives to observe all plans and works of the ENGINEER. The appointed CITY representatives shall have access to all plans, drawings, specifications and reports of the ENGINEER relating to the PROJECT.
 - d. The CITY will retain a testing firm to provide laboratory services for all soils studies, reports, inspections, and tests required throughout the construction of the PROJECT.

- e. The PROJECT ENGINEER in responsible charge shall conduct periodic field reviews to assure compliance with plans and specifications. All inspections shall be documented and submitted to the PROJECT MANAGER.
- f. The ENGINEER shall have a copy of, and be thoroughly familiar with STANDARD SPECIFICATIONS, Standard and Special Drawings, Testing Manual, and Construction Manual, current non-metric edition, materials sources, and devices with special acceptance requirements.
- g. The INSPECTOR shall keep a daily diary, listing equipment on site and in use, weather conditions, CONTRACTOR's personnel on site, and the work accomplished each day.
- h. Monthly estimates shall be broken down and include an explanation submitted for pay items exceeding plan quantities by more than five percent (5%). The report of overruns shall be submitted with the monthly estimate in which the overrun was incurred. The Professional Engineer in responsible charge for the PROJECT must sign these estimates. A summary of the above noted overruns exceeding five percent (5%) shall be submitted with the Final Closeout Documentation. Monthly estimates shall also include a DBE Utilization Report and Progress Report for the month.
- i. No major changes in the "as bid" construction plans shall be made prior to submittal to the PROJECT MANAGER for review and administrative approval.
- j. The INSPECTOR will sign all material tickets, at the site, previously signed by the materials testing firm's representative, indicating the INSPECTOR'S approval of the materials to be installed.
- k. The ENGINEER shall require the CONTRACTOR to check all of the CONTRACTOR's equipment before it is used on the PROJECT to assure that it meets the requirements of the STANDARD SPECIFICATIONS, for the sole purpose of quality assurance. The PROJECT shall be stopped at any time if the equipment is not in accordance with STANDARD SPECIFICATIONS.
- l. When all pay items have been completed; the ENGINEER shall hold a semi-final review and give the CONTRACTOR a written "Punch List" of items to be completed prior to the ENGINEER's recommendation for acceptance of the PROJECT. When the CONTRACTOR has completed the work on the Punch List to the satisfaction of the ENGINEER, a written recommendation for acceptance of the PROJECT will be submitted to the PROJECT MANAGER.
- m. Upon written certification by the ENGINEER that the PROJECT has been completed in accordance with the contract documents, the PROJECT MANAGER will conduct a final review. Following the PROJECT MANAGER's concurrence with the recommendation for acceptance, the ENGINEER shall submit the final estimate and close out documents to the CITY. The date of receipt of the final payment by the CONTRACTOR will be the date of acceptance of the PROJECT by the CITY.
- n. The ENGINEER's invoice shall be submitted with the CONTRACTOR'S monthly estimate. Full payment cannot be paid to the ENGINEER until all close out documents have been received and retainage is released to the CONTRACTOR.

4. Progress Review

- a. The ENGINEER will be required to maintain strict review of progress of the PROJECT's construction. A monthly time report shall be submitted to the PROJECT MANAGER and to the CONTRACTOR. The monthly report will be dated the Monday following the reported period, delivered via fax or regular mail, and postmarked to the CONTRACTOR on the same date.
- b. Any discrepancies between the CONTRACTOR and the ENGINEER regarding the monthly work day charge must be resolved immediately. Discrepancies not resolved within ten (10) working days of the original report date shall be documented by the ENGINEER and delivered to the PROJECT MANAGER. At this time, the PROJECT MANAGER will intervene and resolve the dispute. The PROJECT MANAGER's resolution shall be accepted by and binding on both the ENGINEER and the CONTRACTOR. If the CONTRACTOR has not informed the ENGINEER in writing of any disagreement with the monthly work day charge within ten (10) work days of the original report date, such monthly work day charge shall be deemed accepted by the CONTRACTOR. No subsequent complaint will be allowed. When the work has been stopped by reasons beyond the CONTRACTOR's control, such as weather, unacquired right-of-way, utility obstructions, etc., it will be the duty of the ENGINEER to notify the CONTRACTOR when work can resume. It will then be the duty of the CONTRACTOR to notify the ENGINEER of the time and location work on the PROJECT will resume.
- c. The ENGINEER will provide daily updates including progress photos to a text message group provided by the CITY.
- d. The ENGINEER will review the CONTRACTOR's schedule and ensure it is updated weekly and provided to the CITY.

5. PROJECT Closeout

- a. "As Built" plans that clearly delineate any changes from the original "As Bid" plans shall be submitted to the PROJECT MANAGER within thirty (30) working days of the acceptance for maintenance of the PROJECT. One bound copy of all test reports for the PROJECT will be submitted with these plans. The "As-Built" plans with any changes from "As Bid" plans shall be prepared and submitted the PROJECT ENGINEER.
- b. All final quantities shall be prepared, and all necessary supporting information shall be submitted with the "As Built" plans to the PROJECT MANAGER. This information, including copies of the daily diary and calculations by which the final quantities were determined, shall be submitted in accordance with the STANDARD SPECIFICATIONS. ENGINEER shall submit to the CITY all documentation required for PROJECT closeout as outlined in Exhibit D.

IV. TERMINATION

- A. The City shall have the right at any time upon thirty (30) calendar day's written notice to the ENGINEER to terminate the services of the ENGINEER. The City shall pay to the ENGINEER and the ENGINEER 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 ENGINEER 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 ENGINEER shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) business 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 ENGINEER and the ENGINEER 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 ENGINEER has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the ENGINEER indicating its intention to do so. Payment for work performed prior to the ENGINEER'S abandonment shall be as stated above. ENGINEER 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 ENGINEER 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 ENGINEER 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 ENGINEER'S work not performed in accordance with the requirements of this Contract; 2. The quantity of the ENGINEER'S work not delivered or performed as represented in the ENGINEER'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 ENGINEER; 5. The ENGINEER'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 ENGINEER shall become the property of the CITY.

V. MUTUAL AGREEMENT

It is mutually agreed by the parties hereto as follows:

- A. The ENGINEER agrees to start work on the professional services outlined herein within ten (10) days after issuance of and in accordance with a NOTICE TO PROCEED. The CITY and the ENGINEER shall mutually agree upon the schedule and completion time for Professional Services under this Agreement.
- B. This CONTRACT may be terminated by the City for any reason, with or without cause, by providing thirty (30) days written notice to the ENGINEER. In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the ENGINEER

shall become the property of the CITY. In the event of termination, the ENGINEER shall be compensated for services performed prior to termination. Such compensation shall be negotiated at the time of termination and as based on Section V.A, "Contracted Services". The CITY may notify the ENGINEER, in writing, to suspend, delay, or interrupt all or any part of the work for the CITY's convenience, due to events beyond the control of the CITY, or for any other reasons. After the CITY suspends the PROJECT for more than ninety (90) consecutive days, the ENGINEER may terminate this CONTRACT by giving thirty (30) days written notice.

- C. The CITY and the ENGINEER each binds itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this CONTRACT. Engineer shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the CITY; which such consent shall be granted or denied solely at CITY'S discretion.
- D. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force until PROJECT completion with extensions possible if the project is extended). The CONTRACT time may be extended by mutual agreement between the CITY and the ENGINEER, provided that nothing contained in this CONTRACT will be deemed to limit or to reduce the ENGINEER's duties and responsibilities for providing professional engineering services, nor to limit or reduce ENGINEER's liability for any breach thereof.
- E. The ENGINEER shall reimburse the CITY for attorney's fees incurred due to any breach by ENGINEER of its obligations under the terms of this CONTRACT.

VI. COMPENSATION

Any language to the contrary in this Agreement notwithstanding, all payments to the ENGINEER for professional engineering 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 ENGINEER for such work performed shall be compensated at the cost stated in the PROPOSAL and rates stated in the Engineer's Hourly Rates, which is incorporated into this Agreement in 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 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 ENGINEER, as compensation for such professional engineering services, as shown in the PROPOSAL and the Engineer's Hourly Rates in Exhibit C and as authorized by the CITY as follows:

- 1. It is mutually agreed that compensation to the ENGINEER will be as follows:
 - a. After receipt of a NOTICE TO PROCEED from the CITY, the ENGINEER shall perform the Construction Phase services in accordance with Section III.A of this CONTRACT.
 - b. Upon letting of the contract for construction of this PROJECT, compensation to the ENGINEER shall continue to be based on work performed and

documented but shall be limited to the percentage completion of the construction, which such percentage of completion shall be determined by the PROJECT MANAGER. The ENGINEER's invoice shall be submitted with the CONTRACTOR'S monthly estimate. Full payment cannot be paid to the ENGINEER until all close out documents have been received and retainage is released to the CONTRACTOR. See Exhibit D for requirements for closing the PROJECT. The Professional Engineering Services cost attached hereto as stated in the PROPOSAL, and in Exhibit B, sets out the maximum amount to be disbursed for work performed under Section III, and will be based on the hourly rates in Exhibit C, unless otherwise authorized by the CITY in its sole discretion. Payment for work performed in Section III of this Agreement shall not exceed \$28,500.00 (Twenty-Eight Thousand Five Hundred Dollars and Zero Cents).

- c. Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from ENGINEER's compensation, without limitation or waiver of any other remedy available to City for such failure.
- d. Notwithstanding the preceding, ENGINEER shall perform no work under this Contract until a receipt of a notice to proceed. Contractor 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.
- e. In the event of termination of this Agreement due to failure by the ENGINEER to perform any and/or all of the ENGINEER's obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will have the right to employ one or more other engineers of its choice to complete the PROJECT. The ENGINEER will reimburse the CITY all costs, fees and expenses which may result from such termination and employment of other engineers.

VII. INDEMNITY AND INSURANCE REQUIREMENTS

INDEMINIFICATION: The ENGINEER shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by ENGINEER or the ENGINEER'S agent, ENGINEER under contract, or other entity for which ENGINEER is legally liable. ENGINEER shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by ENGINEER or its agents covered by ENGINEER'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires ENGINEER to procure and maintain professional liability insurance that satisfies the named requirements. ENGINEER shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to ENGINEER'S liability, or in proportion to the extent ENGINEER participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require ENGINEER to indemnify, hold harmless or defend the City except as permissible under §41-9A-3, Code of Alabama, (1975).

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

F. INSURANCE: Contractor shall procure and maintain insurance as specified in Exhibit E, City of Mobile Insurance Requirements, attached hereto and made a part of this Agreement. For the duration of this Agreement, ENGINEER shall maintain the following minimum amounts for each Project:

1. Professional Liability Insurance:

Professional Liability Insurance including design with the limits not less than \$1,000,000 per claim.

2. Workers' Compensation/Employer's Liability:

- a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.
- b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee
- c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

3. Comprehensive General Liability Insurance:

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

4. Automobile Liability Insurance:

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

5. Excess/Umbrella Liability Insurance

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

G. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

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

VIII. COMPLIANCE WITH IMMIGRATION LAW (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. 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.

IX. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by CITY under this contract is CAPITAL FUNDS and any additional funding source(s) deemed worthy.

X. PROHIBITION OF BOYCOTTING

By signing this CONTRACT, the ENGINEER represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

XI. ANTI-DISCRIMINATION CLAUSE

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

XII. 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.

XIII. 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. ENGINEER 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 ENGINEER 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.

XIV. TRIMBLE UNITY CONSTRUCT (E-BUILDER)

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>. ENGINEER shall use TUC as an essential component to project management with the City of Mobile. Training will be provided by the City of Mobile prior to the start of the contract, if required.

XV. DEFAULT / BREACH

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

XVI. EFFECT OF DEFAULT

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 ENGINEER 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 ENGINEER written notice of such termination. In the event of termination of this Agreement by the City because of the ENGINEER's default or breach, the City may take possession of all materials, equipment, tools, construction equipment, and machinery thereon owned by the ENGINEER and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

XVII. WITHHOLDING PAYMENT DUE

Default by Contractor 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.

XVIII. CURE PLAN

If Contractor fails to comply with any material provision of this agreement, the City may issue a written notice requiring Contractor to submit a corrective action plan (CAP) within such time as City directs. If Contractor 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.

XIX. 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 Contractor'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 Contractor 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 Contractor 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 ENGINEER 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 Contractor 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.

- XIII.** This Agreement may be executed in any number of counterparts (including by electronic signature), each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

MCCRORY & WILLIAMS, INC.

By: Carah Vuncannon

Print: CARAH VUNCANNON

Its: President

Address: 3207 International DR.
Mobile, AL 36606 Suite G

Telephone: 251-476-4720

STATE OF ALABAMA
CITY OF MOBILE

I, MARY JANE DONOGHUE, a Notary Public in and for said State and County, hereby
certify that CARAH VUNCANNON, whose name as President of
MCCRORY & WILLIAMS, INC is signed to the foregoing instrument and who are known
to me acknowledged before me on this day, that, being informed of these contents of
the instrument, 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 2nd day of December 2025



Mary Jane Donoghue
NOTARY PUBLIC

My Commission Expires: 9-10-28

CITY OF MOBILE, A Municipal Corporation

By: _____
Spiro N. Cheriogotis
Mayor

ATTEST:

By: _____
Its City Clerk

Print: _____

EXHIBIT A:
PROJECT LOCATION

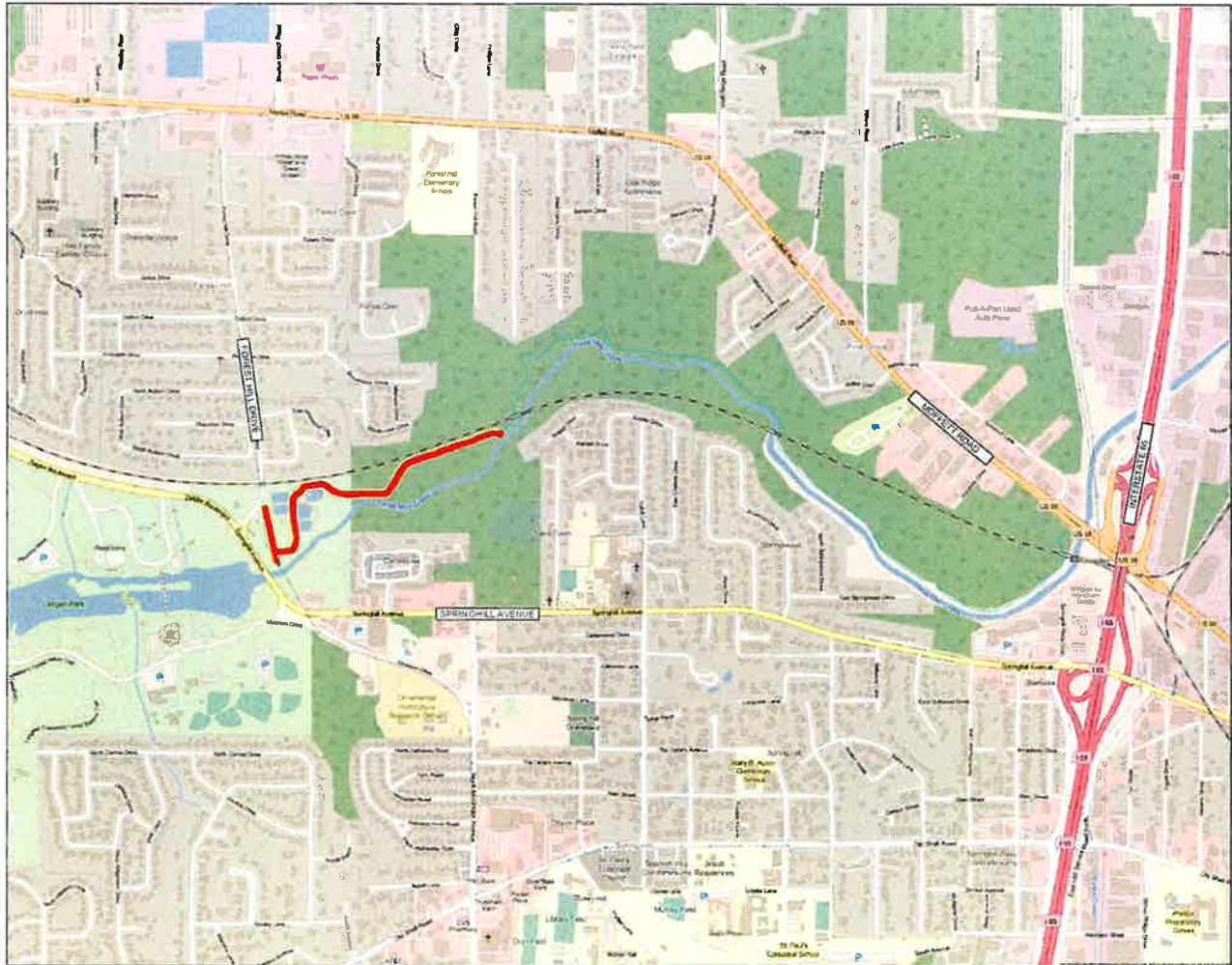


EXHIBIT B:

PROJECT ESTIMATE

PROJECT – (See Exhibit A for location.) **Lighting for Japanese Gardens and Segment 1 of the Three Mile Creek Greenway Trail**, City of Mobile Project No. **2025-2045-01**.

PROJECT COST – Construction of the PROJECT is estimated to be **\$997,846.91 [Nine Hundred Ninety-Seven Thousand Eight Hundred Forty-Six Dollars and Ninety-One Cents]**.

ESTIMATED PROFESSIONAL ENGINEERING SERVICES COST – Total fees to be paid to the ENGINEER shall not exceed **\$28,500.00 [Twenty-Eight Thousand Five Hundred Dollars and Zero Cents]**, unless authorized by the CITY.

CITY DISTRICT: Districts 7

FUNDING SOURCE: Capital Funds

EXHIBIT C:
PROPOSAL AND
ENGINEER'S SUMMARY OF HOURLY RATES

McCrory Williams
INCORPORATED
E n g i n e e r s S u r v e y o r s

November 14, 2025

Jennifer Greene
Director, Programs and Project Management
205 Government Street
Mobile, Alabama 36644

RE: Proposal
Lighting for Japanese Gardens and Segment 1 of the Three Mile Creek Greenway Trail
City of Mobile Project No.: 2025-2045-01

Dear Jenn,

Per your request, we are pleased to offer the following proposal to assist the City of Mobile Programs and Project Management Department with the CE&I services for the above referenced project. We propose to invoice on an hourly basis. See our attached 2025 Hourly Rate Schedule.

InLine, LLC Contract Amount \$997,846.91
Contract Time 60 Working Days

Estimated CE&I Cost

Total fees estimated to be paid the ENGINEER shall not exceed
60 days at 5 hours/day x \$95/hour = **\$ 28,500.00**

We are confident of our ability to provide quality, cost-effective service. We look forward to the opportunity to again provide service to the City of Mobile. If you have any questions, or need additional information, do not hesitate to contact us at (251) 476-4720.

Yours very truly,

McCRORY & WILLIAMS, INC.



Sean M. Estes, P.E.

McCrary Williams
INCORPORATED
Engineers Surveyors

HOURLY RATE SCHEDULE 2025

PRINCIPAL	\$175.00 PER HOUR
PROFESSIONAL ENGINEER / PROJECT MANAGER	\$160.00 PER HOUR
PROJECT ENGINEER / SENIOR ENGINEER	\$150.00 PER HOUR
PROFESSIONAL LAND SURVEYOR	\$145.00 PER HOUR
ENGINEER	\$130.00 PER HOUR
ENGINEERING INTERN / SENIOR ENGINEERING TECHNICIAN	\$110.00 PER HOUR
SENIOR CADD TECHNICIAN / EASEMENT TECHNICIAN	\$85.00 PER HOUR
ENGINEERING TECHNICIAN	\$100.00 PER HOUR
SENIOR SURVEY TECHNICIAN	\$85.00 PER HOUR
SURVEY TECHNICIAN / SURVEY CADD TECHNICIAN	\$70.00 PER HOUR
SENIOR CONSTRUCTION REPRESENTATIVE	\$95.00 PER HOUR
CONSTRUCTION REPRESENTATIVE	\$85.00 PER HOUR
<u>SURVEY CREW</u>	
2-MAN CREW	\$135.00 PER HOUR
3-MAN CREW	\$165.00 PER HOUR
4-MAN CREW	\$185.00 PER HOUR
5-MAN CREW	\$220.00 PER HOUR
CLERICAL	\$70.00 PER HOUR
MILEAGE	\$.70 PER MILE

EXHIBIT D:

PROJECT CLOSEOUT CHECKLIST

The following items must be submitted to the CITY for PROJECT closeout:

- Engineers Field Book
- Pictures of PROJECT site before, during & after construction
- As-built Drawings
 - Hard Copy
 - CADD File
 - PDF
- Hard Copy of Contract Documents:
 - Advertisement for Bids
 - Instructions to Bidders
 - Contractor Proposal
 - Contractor Bid Bond
 - Contractor Labor & Materials Bond
 - Contractor Performance Bond
 - Certificate of Contractor's & Subcontractor's Insurance
 - Special Provisions
 - Articles of Agreement
 - Supplemental Specifications
 - PROJECT Sign Detail
 - Addendums
- Electronic (Word) copy of the Contract Documents
- INSPECTOR 's Daily Reports
- Correspondence affecting Construction
- Quantity & Payment Documentation
 - Documents showing final quantities & payment
 - Product Specifications, if applicable
- All Haul Tickets
 - Separated by pay items & date. Then labeled with date, pay item #, total quantity for that day, & total quantity to date.
- All Test Reports
- Other electronic files
- Correspondence affecting Design and/or Construction
- Additional documentation as required by the grant

EXHIBIT E:

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)

12/03/2025

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



Lad Drago Insurance and Financial Services
7623 Spanish Fort Blvd
Spanish Fort, AL 36527

CONTACT NAME: Lad Drago

PHONE (A/C, No, Ext): 2516261237

FAX (A/C, No): 2512434176

E-MAIL ADDRESS: lad@laddragoinsurance.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : State Farm Mutual Automobile Insurance Company

25178

INSURER B : State Farm Fire and Casualty Company

25143

INSURER C :



INSURER D :



INSURER E :



INSURER F :



INSURED

McCrory & Williams Inc
3207 International Drive
Suite G
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	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	☒ COMMERCIAL GENERAL LIABILITY	Y	Y	93-B1-Y007-7	08/08/2025	08/08/2026	EACH OCCURRENCE \$ 1,000,000	
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$	
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 5,000	
	☒ POLICY ☐ PROJECT ☐ LOC						PERSONAL & ADV INJURY \$ 1,000,000	
	OTHER:						GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COMP/OP AGG \$ 2,000,000	
							\$	
A	☒ AUTOMOBILE LIABILITY	Y	Y	1188688-SFP-01	10/10/2025	04/10/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	OWNED AUTOS ONLY			SCHEDULED AUTOS	0972416-SFP-01	09/10/2025	03/10/2026	BODILY INJURY (Per person) \$
	HIRED AUTOS ONLY			NON-OWNED AUTOS ONLY	1116190-SFP-01	10/01/2025	04/01/2026	BODILY INJURY (Per accident) \$
					0845117-SFP-01	08/21/2025	02/21/2026	PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB			93-38-297-8	08/08/2025	08/08/2026	EACH OCCURRENCE \$ 5,000,000	
	DED RETENTION \$						AGGREGATE \$ 5,000,000	
							\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	93-B7-T512-6	08/08/2025	08/08/2026	☒ 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	Automobile Liability(Additional policies)	Y	Y	1116190, 0489438, 0929485	10/10/2024	10/10/2026	Combined Single Limit (Ea acc) \$1,000,000	

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

Project Description: Lighting for Japanese Gardens and segment 1 of ThreeMile Creek Greenway Trail.

Project No: 2025.2045-01

City of Mobile is Included as an additional insured in respect to all policies (Except workers Compensation and professional Liability when applicable), which coverage shall be primary and non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) day notice of cancellation, non-renewal or material change shall apply (except 10 days for non-payment)

CERTIFICATE HOLDER

CANCELLATION

City of Mobile
PO Box 1827

Mobile, AL 36633-1827

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

AUTHORIZED REPRESENTATIVE





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/03/2025

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	CONTACT NAME: Jackie Murk		
RSC Insurance Brokerage, Inc.	PHONE (A/C, No, Ext):	FAX (A/C, No):	
2081 Columbiana Road	E-MAIL ADDRESS: jmurk@risk-strategies.com		
Birmingham	AL 35242	INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Beazley America Insurance Company, Inc.	16510
INSURED	INSURER B:		
McCrary & Williams, Inc.	INSURER C:		
3207 International Dr.	INSURER D:		
Suite G	INSURER E:		
Mobile	INSURER F:		
AL 36606			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☐ OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						\$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	☐ OCCUR ☐ CLAIMS-MADE						\$
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		Y	C19478251101	08/08/2025	08/08/2026	Each Claim \$2,000,000 Aggregate \$2,000,000

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

Project No. 2025-2045-01

Project: Lighting for Japanese Gardens and Segment 1 of Three Mile Creek Greenway Trail

Waiver of Subrogation applies in favor of City of Mobile.

Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

These provisions must be required and accepted by the insured in written contract or agreement.

CERTIFICATE HOLDER

CANCELLATION

City of Mobile
P.O. Box 180249

Mobile

AL 36618-0249

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

EXHIBIT F:
SUBCONTRACTING PLAN,
E-VERIFY AFFIDAVIT,
E-VERIFY REGISTRATION PRINTOUT,
DBE UTILIZATION REPORT,
SECRETARY OF STATE REGISTRATION

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared CARAH VINCANNON (affiant) who, being duly sworn says as follows:

President/CEO of McCRORY & WILLIAMS, 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 McCRORY & WILLIAMS, 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 McCRORY & WILLIAMS, INC. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 521538.

Carah Vincannon
CEO of McCRORY & WILLIAMS, INC.

Sworn to and subscribed before me this the 2nd day of December, 2025.

I certify that the affiant is known to me to be the identical party he or she claims to be.

Mary Jane Donoghue
Signature and Seal of Notary Public





City of Mobile
Office of Supplier Diversity

**REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS
ENTERPRISE (DBE) GOAL**

Bid/RFP/P.O./Solicitation/Other# 2025-2045-01 Current Date 11/25/25

Project Description Lighting at Japanese Gardens and Three Mile Creek Greenway Trail Segmen

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.

McCrory & Williams, Inc., requests a waiver of the disadvantaged business enterprise
due to the nature of the work. This is a Contract for construction engineering and
services that are specialized and the proposal fee amounts are small enough to not
sub-consultants. In addition, McCrory & Williams, Inc., is a DBE company, themselves.

Jennifer Greene

Requested By (Department Director)

Jennifer Greene
(Signature)

251-208-7199

Telephone Number

Programs & Project Manager 11/25/2025

(Title)

(Date)

jennifer.greene@cityofmobile.or

Email Address

Reviewed By (Office of Supplier Diversity)

Small Business Dev. Mgr.
(Signature) (Title)

12/2/2025
(Date)

Approved By (CAO)

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archniquekidd@cityofmobile.org

or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR: <u>McCRORY & WILLIAMS</u>		Certified DBE: <u>YES</u> NO		Contract Start Date:	
DESCRIPTION: <u>Lighting for Javalaca Gardens and Segment 4 of the Three Mile Creek Greenway</u>		Estimated Completion Date:		FINAL	
This report is for the month of: <u>2025-2025-01</u>		JAN FEB MARCH		APR MAY JUNE	
(CHECK ONE):		JULY AUG SEPT		OCT NOV DEC	
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)	
\$ <u>28,500</u>	\$	\$	\$		
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)
<u>McCrory & Williams</u>	<u>Construction Inspection</u>	\$ <u>28,500</u>	\$	\$	
	<u>Construction Inspection</u>	\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
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: CARAH VANCEAN

SIGNATURE: President 12/02/2025
(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: Archtrique.kidd@cityofmobile.org
251.208.7987
205 Government Street, 5th Floor

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

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

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

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

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

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

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



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

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archtriquekidd@cityofmobile.org
251.208.7987
205 Government Street, 5th Floor

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

Company	McCrory & Williams LLC
Address	3207 International Dr., Suite G Mobile, AL 36606
Telephone	251-476-4720
E-Mail	cvuncannon@mcwinc.com

RFPI/RFQ Solicitation Number	2025-2045-01
Project Description	Lighting for Japanese Gardens and Segment 1 of Three Mile Creek Greenway Trail
Is your company a DBE company?	Yes ☒ No ☐
Work force demographics	Male 19 Female 7 Minority 4 Non-minority 4 SDVO
Total # of Employees	26

Subcontractor/Major Supplier Plan submitted by:

Printed Name: CARAH VUNCANNON
Signature: Carah Vuncannon Date: 12/02/2025
Title: President

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

Name: Santai Finch Title: DBE Coordinator
Email: sfinch@mcwinc.com Phone: 251-476-4720

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archetype.kidd@atyofmobile.org
251 208.7967

205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd)

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

Please Print Company McCrory & Williams, Inc. Your Bid/Proposal Amount \$ 28,500.00

Date: 12/02/2025

Description	12/02/2025

Name of Bidder/Proposer: JEAN ESTER, P.E.

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:

McCrory & Williams, LLC

Contact Person:

Sean Estes, P.E. Phone *251-476-4720* Email *sestes@mc*

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

YES ()	NO ()	Did you do these suggested areas for DBE recruitment and engagement
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.



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

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

CONTRACT RECORDS:

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

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

Section 2(B)

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

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

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

THE
ALABAMA DEPARTMENT OF
ECONOMIC AND COMMUNITY AFFAIRS
OFFICE OF MINORITY BUSINESS ENTERPRISE
FOR THE
STATE OF ALABAMA
GOVERNOR KAY IVEY



Hereby Declares That

MCCRORY & WILLIAMS, INC.

Mobile, Alabama

has been certified as a woman-owned
business in The State of Alabama.

Given under my hand, at the City of Montgomery,
this the 27th day of August in the year of our Lord 2024.

A handwritten signature in blue ink, appearing to read "Ken Boswell".

Kenneth W. Boswell, Director ADECA

Certificate No. WBE-0824240-141-R2 (Female) This designation expires two years from the above date.

State of Alabama



Board of Licensure for Professional Engineers and Land Surveyors

This is to certify that

MCCRORY & WILLIAMS INC

Having given satisfactory evidence of the necessary qualifications required by law has been duly certificated and is hereby issued Certificate of Authorization

ECA275

authorizing the firm to provide or offer to provide

ENGINEERING

services in the State of Alabama through individual licensed professional licensees as agents, employees, officers or partners.

This certificate requires the firm to operate in the State of Alabama as

MCCRORY & WILLIAMS INC

In testimony whereof witness the signature of the Executive Director under seal of the board on 1/2/2024

William R. Huett

Executive Director

This certificate will expire on 12/31/2025 unless renewed.

State of Alabama



Board of Licensure for Professional Engineers and Land Surveyors

This is to certify that

MCCRORY & WILLIAMS INC

Having given satisfactory evidence of the necessary qualifications required by law has been duly certificated and is hereby issued Certificate of Authorization

LSCA89

authorizing the firm to provide or offer to provide

LAND SURVEYING

services in the State of Alabama through individual licensed professional licensees as agents, employees, officers or partners.

This certificate requires the firm to operate in the State of Alabama as

MCCRORY & WILLIAMS INC

In testimony whereof witness the signature of the Executive Director under seal of the board on 1/2/2024

William R. Huett

Executive Director

This certificate will expire on 12/31/2025 unless renewed.



Company ID Number: 521538

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer **McCrorry & Williams, Inc.**

Teresa Dorriety

Name (Please Type or Print)

Title

Electronically Signed

Signature

03/16/2012

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

03/16/2012

Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: **McCrorry & Williams, Inc.**

Company Facility Address: **3207 International Drive, Suite G**

Mobile, AL 36606

Company Alternate
Address:

County or Parish: **MOBILE**

Employer Identification

Number: **630697109**



Company ID Number: 521538

North American Industry
Classification Systems
Code: **541**

Administrator:

Number of Employees: **20 to 99**

Number of Sites Verified
for: **2**

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- ALABAMA 2 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name: **Teresa B Dorriety**
Telephone Number: **(251) 476 - 4720**
E-mail Address: **tdorriety@mcwinc.com**

Fax Number: **(251) 476 - 4721**



Company ID Number: 521538

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and McCrorry & Williams, Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed

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by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and

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Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo

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and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer

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uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-



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Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States,

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whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with

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Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it

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determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

Company ID Number: 521538

ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

Company ID Number: 521538

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.



Alabama Secretary of State



McCrory & Williams, Inc.	
Entity ID Number	000-038-882
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	09/09/1975
Registered Agent Name	WILLIAM E. WILKERSON
Registered Office Street Address	3207 INTERNATIONAL DR., SUITE G MOBILE, AL 36606-3037
Registered Office Mailing Address	3207 INTERNATIONAL DR., SUITE G MOBILE, AL 36606-3037
Nature of Business	CONSULTING ENGINEERS
Capital Authorized	\$11,000
Capital Paid In	\$2,000
Incorporators	
Incorporator Name	MCCRORY, WILLIAM C
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	WILLIAMS, RICHARD J
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	MCCRORY, MARY PEAVY
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004

McCrory & Williams, Inc.	
	2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024
Transactions	
Transaction Date	06/10/1977
Legal Name Changed From	McCrory & Associates, Incorporated
Transaction Date	12/15/1997
Registered Agent Changed From	* Added
Transaction Date	04/19/1999
Capital Amounts Changed From	\$1,000 Authorized \$1,000 Paid In
Transaction Date	04/19/1999
Miscellaneous Filing Entry	CANCELLATION OF REACQUIRED SHARES
Transaction Date	08/17/2021
Registered Agent Changed From	WILLIAMS, RICHARD J 2477 COMMERCIAL PARK DR MOBILE, AL 36606
Scanned Documents	
<u>Purchase Document Copies</u>	
Document Date / Type / Pages	12/15/1997 Registered Agent Change 3 pgs.
Document Date / Type / Pages	04/19/1999 Capital Amounts Change 3 pgs.
Document Date / Type / Pages	04/19/1999 Miscellaneous Entry 2 pgs.
Document Date / Type / Pages	08/17/2021 Registered Agent Change 2 pgs.

[Browse Results](#)

[New Search](#)

Clements, Jake

From: Maynard, Suntrease
Sent: Tuesday, November 25, 2025 3:01 PM
To: Clements, Jake
Subject: Your Legal Request is Complete - We'd Love Your Feedback!

Great news, Jake! Victoria Shoots has completed your recent legal request.

We're always striving for greatness, and who better to tell us how we did than you? We'd be incredibly grateful if you'd complete a brief survey about your experience with this request. Your feedback is not only immensely valuable, it's what helps us serve you better!

Click here to start the survey: <https://wkf.ms/3U6xm1a>

Please enter the following short code when prompted: A25-0989

Thank you for taking the time to help us. We look forward to your insights!

Suntrease Williams-Maynard
Deputy City Attorney
City of Mobile Legal Department
P. O. Box 1827
Mobile, AL 36633-1827
251-208-7883 - direct line
251-208-7322 - fax
suntrease.maynard@cityofmobile.org

Request Details:

Attorney Assigned: Victoria Shoots

Request Type: Contract

If other:

Request Details: Please review this Construction Engineering & Inspection (CE&I) services contract. I've included the word document of the contract in case you have comments.

Priority: Moderate

Date Entered: November 18th 2025 12:48

Proposed Due Date: November 24th 2025

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP MOBILE GREENWAY INITIATIVE

PROJECT # C0291 DATE OF RECEIPT

PROJECT DESCRIPTION construction inspection of lighting proj on Three Mile Creek Greenway Trail

CONTRACT AMOUNT \$28,500

VENDOR NAME McCrory and Williams

VENDOR NUMBER 132093

DEPT # 2045 DEPT NAME Programs and Project Management

CONTRACT ADMINISTRATOR Jennifer Greene

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: Jennifer Greene Date 12/11/25



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: December 16, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor Spiro N. Cheriogotis

Purpose and Scope of Project:

To approve proposed Bid award to Struthers Recreation LLC for bulk delivered engineered wood fiber playground ground covering. Price good for six-months, renewable without further approval by Council for up to five addl 6-month periods

Amount of Contract:

N/A, as needed at Item-based unit pricing

Funding Source

General fund.

ATTACHMENTS:

1. 20251209 Wood Chip Agenda Package Bids

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 16 December 2025
Date

Item No. _____

Submitted by: Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: Spiro N. Cheriogotis
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: Item-Award Bid for Approval for bulk-delivered engineered wood fiber

PURPOSE & SCOPE OF PROJECT:

To approve proposed Bid award to Struthers Recreation LLC for bulk delivered engineered wood fiber playground ground covering. Price good for six-months, renewable without further approval by Council for up to five addl 6-month periods. General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: N/A, as needed at Item-based unit pricing

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 approval

Renewal date of contract (if applicable): N/A

If not bid, state reason: Sealed Bid 6012

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

How many bidders submitted bids (if applicable): 4

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

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to accept and approve, and issue Purchase Orders against, the below proposed Bid Awards, to the designated vendors for the specified items at the unit prices indicated, for the time periods and renewal options as indicated below and attached herein, and, further, that the Purchasing Agent is authorized to issue said orders without further approval or other action by the City Council. All Bid Awards may be extended at the discretion of the Purchasing Agent for a total award period not to exceed three years.

Bid	Description	Number of Items	Bid Amount	Time/Renewal	Vendor(s)
<u>6012</u>	Bulk-delivered engineered wood fiber	1	\$29.95 per cubic yard	Six-months, renewable for five additional six-month periods.	<u>(297605) Struthers Recreation LLC</u>

Adopted:

City Clerk

BID TABULATION FOR BID #6012						
SURFACING ENGINEERED WOOD						
	Vendor	BID	CUBIC YARD PRICE			
	STRUTHERS RECREATION	YES	\$ 29.95			
	LANIER PLANS, INC DBA KORKAT	YES	\$ 31.67			
	PLAYWORLD PREFERRED, INC	YES	\$ 34.15			
	JEFCOAT RECREATION	YES	\$ 37.1464			

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: 005

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
11/12/2025	6012	VARIOUS	TO BE SPECIFIED

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

12:01 PM, FRIDAY, DECEMBER 5, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	SURFACING ENGINEERED WOOD The City of Mobile is requesting bids for Surfacing Engineered Wood as per the following specifications. Material must meet or exceed the following: • ASTM F1292 Standard Specification for Impact Attenuation of Surfacing Material within the Use Zone of Playground Equipment. • ASTM F2075 Standard Specification for Engineered Wood Fiber for Use as a Playground Safety Surface Under and Around Playground Equipment. • ASTM F1951, Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment. Written laboratory testing results certifying that the material meets the specifications are required and <u>MUST BE PROVIDED WITH THIS BID.</u> Please state cubic yard price \$ _____ CU. YD. Please state your minimum and maximum cubic yard amount per site delivery: Minimum Cubic Yards _____ Maximum Cubic Yards _____ The City of Mobile has approximately eleven (11) delivery sites as listed below: 1. 100 Cubic Yards Harmon Park 1611 Belfast Street, Mobile, AL 36605 2. 100 Cubic Yards Hackmeyer Park 3710 South Conway Drive, Mobile, AL 36608					
			TOTAL			

Page 1 of 4

RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

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

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

Firm Name _____

Signature _____

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 4 3. 100 Cubic Yards Dog River Park 2459 Dog River Drive W., Mobile, AL 36605 4. 100 Cubic Yards Heros Park 7161 Old Military Road, Theodore, AL 36582 5. 100 Cubic Yards Lavretta Park 200 W. Parkway Drive, Mobile, AL 36608 6. 200 Cubic Yards Mill Street Park 2665 Mill Street, Mobile, AL 36607 7. 200 Cubic Yards Langan Park 4901 Museum Dr., Mobile, AL 36608 8. 200 Cubic Yards Crestview Park 1600 Roland Dr., Mobile, AL 36693 9. 200 Cubic Yards Hilldale Park 558 Felhorn Rd., Mobile, AL 36608 10. 200 Cubic Yards Public Safety Memorial Park 2301 Airport Blvd., Mobile, AL 36606 11. 300 Cubic Yards Seals Park 540 Texas St., Mobile, AL 36603 Vendor will be responsible to unload material at specified sites. Sample: The City reserves the right to request a sample of product bid prior to award. If requested by the City of Mobile Purchasing Department, the sample shall be delivered within 7 working days of					
			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 4 request. DELIVERY LOCATION TO BE DETERMINED AT TIME OF REQUEST. The City of Mobile purchased approximately 1980 cubic yards of the requested wood fiber in the last twelve (12) months. <u>FUTURE QUANTITIES PURCHASED WILL BE BASED ON AN AS-NEEDED BASIS BY CITY DEPARTMENTS.</u> A City of Mobile business license may be required (See item #14 on reverse of page 1) Pricing shall be firm for a period of six (6) months from the date of award. At the option of both the City of Mobile and successful bidder, the award of the bid may be extended for up to 5 additional 6-month periods. Quote your pricing delivered FOB Mobile. INCLUDE ALL COSTS IN YOUR PRICING. The City will not add freight, fuel surcharges, unloading fees, etc., after the fact. 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					
			TOTAL			

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

Page_____ of _____

Page 314 of 658



PROCUREMENT DEPARTMENT

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

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

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

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

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

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

Be sure to sign your bid!

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

(Request First Delivery)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: December 16, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor Spiro N. Cheriogotis

Purpose and Scope of Project:

To approve issuance of purchase order to Athletica Sports Systems for CrystaPlex Series 6 Aluminum Prefabricated ice rink Dasher Board System for Mobile Arena.

Amount of Contract:

\$1,007,690.00

Funding Source

Capital project Mobile Arena FF&E

ATTACHMENTS:

1. 20251207 Athletica Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 16 December 2025
Date

Item No. _____

Submitted by: Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: Spiro N. Cheriogotis
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 Athletica Sports Systems Inc.

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Athletica Sports Systems for CrystaPlex Series 6
Aluminum Prefabricated ice rink Dasher Board System for Mobile Arena.
Capital Mobile Arena FF&E

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$1,007,690.00

FUNDING SOURCE:

Budget Item: See Requisitions

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 Spiro N. Cheriogotis

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>5216</u>	2026	(3030) REAL ESTATE ASSET MANAGEMENT	CRYSTAPLEX SERIES 6 ALUMINUM PREFABRICATED DASHER BOARD SYSTEM FOR MOBILE ARENA (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$1,007,690.00	<u>(300074)</u> <u>ATHLETICA</u> <u>SPORTS</u> <u>SYSTEMS INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005216-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: Status: Released
--	---

Page 1

Vendor
 ATHLETICA SPORTS SYSTEMS INC
 720 INNOVATION DRIVE

Ship To
 REAL ESTATE ASSET MANAGEMENT
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 547
 MOBILE, AL 36644

SHAKOPEE, MN 55379

Tel#548 398 2261

Deliver To
 REAL ESTATE ASSET MANAGEMENT
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 547
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/05/25	300074				REAL ESTATE ASSET MANAGEMEN

LN Description / Account	Qty	Unit Price	Net Price
--------------------------	-----	------------	-----------

General Notes

As per your quotation 24010-016AMM R2 dated october 22, 2025 and Sourcewell contract 120320-ATH. Any additions or price increases require Athletica price quote and City approval via City issuance of PO change order or new PO.

001 CRYSTALPLEX SERIES 6 ALUMINUM PREFABRICATED DASHER BOARD SYSTEM. The Above Line Item Is For Department:	1.00 EACH	1007690.00000 1007690.00	
---	--------------	-----------------------------	--

ARCH ENGIN

1 2000.80.00.0000.0000.0000.0000.48010. E F201-001 .CONSTRUCTN.		1007690.00	
--	--	------------	--

Ship To
 REAL ESTATE ASSET MANAGEMENT
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 547
 MOBILE, AL 36644

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

[Requisition Link](#)

Requisition Total	1007690.00
-------------------	------------

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

Amount Remaining Budget

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005216-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: Status: Released
--	---

Page 2

Vendor
 ATHLETICA SPORTS SYSTEMS INC
 720 INNOVATION DRIVE

Ship To
 REAL ESTATE ASSET MANAGEMENT
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 547
 MOBILE, AL 36644

SHAKOPEE, MN 55379

Tel#548 398 2261

Deliver To
 REAL ESTATE ASSET MANAGEMENT
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 547
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/05/25	300074				REAL ESTATE ASSET MANAGEMEN

LN Description / Account	Qty	Unit Price	Net Price
E F201-001 .CONSTRUCTN.	1007690.00		10801808.00

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.48010.	1007690.00	1904501.89
CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION		

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

Activity	Date	Clerk	Comment
Approved	12/08/25	CARLEEN STOUT	approved!
Approved	12/08/25	CHAD HOLM	Auto approved by: 910518486
Approved	12/08/25	BRENDA RHODES	
Approved	12/08/25	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	12/08/25	RELYA MALLORY	Auto approved by: 910511034
Queued	12/08/25	DONALD ROSE	Auto approved by: 910511034
Queued	12/08/25	SANDRA LEWIS	Auto approved by: 910511034
Queued	12/08/25	STEVEN KRONINGER	Auto approved by: 910511034
Queued	12/08/25	SAMANTHA COOLEY	Auto approved by: 910511034
Queued	12/08/25	JAMES NEESE	Auto approved by: 910511034
Queued	12/08/25	PATRICIA KENNEDY-JONES	Auto approved by: 910511034
Queued	12/08/25	ANNE FOLEY	Auto approved by: 910511034
Queued	12/08/25	JOHN PAINE	Auto approved by: 910511034

Authorized By: _____ Date: _____
 Signature

October 22, 2025

City of Mobile
Purchasing Department,
205 Government St.,
Mobile, AL 36644

Quotation: 241010-016AMM R2
Mobile Arena

As the preferred supplier to the NHL, Athletica Sport Systems Inc. ® thanks you for the opportunity to submit a QUOTE to **Supply and Install 1 (One) CrystaPlex® Series 6 Aluminum Prefabricated Dasher Board System**. Rink is proposed to be 200 ft long by 85 ft wide, with 28 ft radius corners – all to meet NHL Standards.

This project is to be **New Construction** with **New Refrigerated Slab**.
Not for Construction Drawings and Specifications provided.

Summary of scope of work by Athletica Sport Systems Inc.® will include:

FRAME

- Frames to be structural aluminum 41" high. Typical 96" length for straight panels and 88" for curved panels.
- Frames to be constructed with conversion friendly 3/8" thick x 3" high x 6" wide aluminum 6005-T6 alloyed angle base.
- Adjustable pre-cast stainless steel anchors supplied and installed by Athletica Sport Systems Inc.®
- Concrete pour to be supervised by Athletica Sport Systems Inc.® to ensure integrity of anchors.
- Floor thickness to be 6" min.
- Expansion joint to be 1" wide located 1" behind the dasher system.
- The dashers are to be installed onto a steel ice dam that is secured to concrete refrigerated floor.
- 4 player box gates 30" wide.
- 2 penalty box gates 30" wide.
- 3 access gates 36" wide for players box side of rink.
- 1 double leaf machine gate 120" wide for the radius of the rink.
- 6 lift-out sections 48" wide for the rink

GALVANIZED STEEL ICE DAM

- 2" steel Ice Dam for the entire perimeter of the rink. Steel ice dam to be laser cut. Steel channel to be hot dipped galvanized after fabrication. Ice dam to have a 1/2" thick white + 1/2" thick colored poly or by 1 1/2" high kick plate interlock nailed to the ice side and insulated with 1 1/2" rigid insulation on the underside.
- Each section of dam shall incorporate a double set of 5/8" anchors for attaching the dasher panels. One set for primary use and one set for backup.

BOARD CLADDING

- .500" thick CrystaPlex® Stay-White high-density polyethylene (HDPE) puck board.
- Kickplate to be inlaid flush with the board facing.
- Color for the Kickplate to be yellow in color.
- Athletica Sport Systems Inc.® will supply and install 1" thick SoftCap® safety cap rail on ice side of shielding.
- .750" thick polyethylene Cap rail on spectator side of shielding routed to 3/8" radius.
- Color for the Cap rail to be from standard colors

QUICK RELEASE BACKER PANEL

- .375" thick Stay white polyethylene Backer Panel for entire perimeter
- Quick Release hardware included for easy removal and installation.
- Gates will get permanently fastened backer panels with 1/4" type f screws.
- Backer panel to be white and full 41" high.

POLY GAP CLOSURE

- .500" thick x 3" x 3" poly angle gap closure to be fastened to the back of Backer Panels to reduce debris falling behind dashers.

GLAZING AND SUPPORTS - FULL SEAMLESS ACRYLIC

- 99" high **Crystaplex® 590 Plus** acrylic on two ends including radius sections.
- 75" high **Crystaplex® 590 Plus** acrylic on the player box side of the rink.
- 75" high **Crystaplex® 590 Plus** acrylic opposite the player box side.
- Shielding support system to be **Crystaplex® Seamless** on entire rink.
- Provide new **Crystaplex® Clear HDM** Sleeves for entire seamless acrylic shielding.
- Provide butterfly clips for seamless acrylic at the radius corners.
- Shielding in front of the scorer's table shall have a 2 1/2" diameter speak hole.

NOTE: **CrystaPlex® 590 Plus** acrylic thickness will not be less than .585" and not exceed to .620"
This material has been tested and approved by the NHL.

ATHLETICA SPORT SYSTEMS INC.® GLASSFLEX®

- Athletica Sport Systems Inc.® GlassFlex® system to be added to entire rink perimeter.
- 6" wide back strip provided as a safety feature to avoid pinching and hazard.

PLAYERS, PENALTY AND TIME KEEPERS - BOXES

- Player boxes are to be 30ft long and 6ft deep with side and back walls.
- Penalty boxes are to be 8ft long and 6ft deep with side and back walls.
- Time keepers box is to be 8 ft long and 6ft deep with side and back walls.
- Media box is to be 5 ft long and 6ft deep with side and back walls.
- 3/8" half height backer panel and water bottle shelf and bottle holders included for the player's and penalty boxes.
- Penalty and timers boxes are to be located opposite the player benches.
- 2 additional 30" wide gates are to be provided for the timer's box side walls.
- 1 additional 30" wide gate is to be provided for one of the penalty boxes.
- 1 additional 30" wide gate is to be provided for the media box.

PLAYERS, PENALTY AND TIME KEEPERS - SHIELDS

- 75" high **Crystaplex® 590 Plus** acrylic shielding for the sides and back of players boxes.
- 75" high **Crystaplex® 590 Plus** acrylic shielding for the front, sides and back of penalty boxes.
- 75" high **Crystaplex® 590 Plus** acrylic shielding for the front, sides and back of timer's box.
- 75" high **Crystaplex® 590 Plus** acrylic shielding for the front, sides and back of media box.
- **NHL Curved acrylic termination points provided at 2 locations. (Includes 2 spare assemblies)**

PLAYERS, PENALTY AND TIME KEEPERS - FLOORS

- Floors for the players, penalty and timers boxes are to be of aluminum framed construction with 3/4" HDPE fastened to base.
- 3/8" thick black Stamina rubber flooring to be loose laid over HDPE surface.
- Coach's walkway, 8" high by 24" wide to be provided for each player's box with 2 TV monitor boxes per bench.

PLAYERS, PENALTY AND TIME KEEPERS - BENCHES

- Benches are 3/4" thick polyethylene top fastened to a 9 1/2" wide aluminum channel.
- Player's box benches are to be 28ft long.
- Benches in the penalty boxes are to be 8ft long.
- Player and penalty benches are to be removable.
- Time keepers table included.

GLASS STORAGE CARTS (LARGE)

- 8 large "A" frame style glass storage carts. Note: some assembly required.

HDM STORAGE CARTS & CURVED ACRYLIC STORAGE CART

- 2 HDM Divider Sleeve storage carts.
- Holds complete rink of HDM sleeves.
- 1 Curved acrylic storage cart.
- Holds 7 complete curved acrylic assemblies.

GOAL FRAMES/NETS

- Two pairs of NHL Game Ready Approved hockey goal frames complete with camera cutouts.
- Nets are pre-strung ready for game play.
- 2 set of NHL approved Marsh Pegs (1 7/8" diameter).

CLEAR D ZONE RINK CLEANING KITS

- 2 Clear D Zone Restoration System Kit. Each kit includes: ONE high speed polisher, ONE backing plate, TWO Pads, ONE cleaning brush, TWO micro fiber towel and ONE squirt bottle.
- 8 gallons of Clear D Zone Polish. (4 gallons / NHL size rink).
- Rink erasers
- Glass Wash

CAMERA HOLE COVER/HOLDERS

- 4 NHL approved / Athletica Sport Systems Inc.® camera hole covers with holders and sliding covers.

SPARE ACRYLIC

- 4 pieces of **Crystaplex® 590 Plus** acrylic 99" wide x 75" high for sides of the rink.
- 4 pieces of **Crystaplex® 590 Plus** acrylic 69 3/8" wide x 99" high for ends of the rink.
- 2 pieces of **Crystaplex® 590 Plus** acrylic 44 1/16" wide x 99" high for radius corners.
- 2 pieces of **Crystaplex® 590 Plus** acrylic for custom sized pieces (to be cut on site)

DOWN ISLE STAIRS

- 6 adjustable steps and rails at down isle sections as per drawings.

ELECTRIC RETRACTABLE PROTECTIVE NETTING

- Black Kevlar protective netting for one two end(s) of the rink to a height of 20 ft above the shielding.
- Netting hardware package to include beam clamps, aircraft cables and misc. hardware required for a complete installation.
- Netting to be suspended on rolled aluminum tubes at top which are suspended from the ceiling.
- Bottom of netting to be attached to dead hang bar and shielding.
- 2 heavy-duty electric lifting winches to meet all requirements and ATSM/OSHA standard codes.
- Motors are equipped with remote controls for raising and lowering netting system.

BOARD STORAGE CARTS

- 2 stackable board storage carts of steel construction.

ARENA DECK ICE FLOOR COVERING & STORAGE CARTS

- 1" Arena Deck for full rink. 4' x 8' Waffle bottom design (520 waffle, 5 solid, 10 Spares).
- 4 radiused 120" long x 18" wide x 2 1/2" thick tapered HDPE ramps.
- 4 straight 120" long x 18" wide x 2 1/2" thick tapered HDPE ramps.

ADDITIONAL ITEMS INCLUDED IN BASE BID

- Costs included to Field Measure existing site conditions by a qualified Athletica Sport Systems Inc.® representative.

COMPLETE INSTALLATION:

An approved Athletica Sport Systems Inc.® installation team will install the dasher board system onto a new concrete refrigerated slab. **Installation is based on local UNION rates.**

The site must be accessible to a tractor-trailer and industrial forklift and driveways to the rink slab/surface must support all necessary equipment. Power outlets with no less than a 30amp breaker must be within 50' of the rink slab/surface or a portable generator with a minimum of 5KW power rating. The surface will be broom clean and work area will be free of all materials and debris. A dumpster (minimum size of 10 yards) and/or an area for trash must be available within 100' of the rink slab/surface so the installers can remove their debris.

Indoor - The rink slab/surface must support at least a 5000lb forklift. Athletica Sport Systems Inc.® will accept no responsibility for damage to the rink slab/surface caused by driving a forklift on the rink slab/surface. All overhead work, including but not limited to painting, electrical, HVAC, and insulation must be completed in the rink and the building must be enclosed and lockable. Adequate lighting must be in and operational.

When job is completed or nearing completion, the purchaser must be available for a final walk-through to inspect the rink with an Athletica Sport Systems Inc.® installation supervisor. This will be the purchaser's chance to formulate a final punch list of items left unfinished or needing to be changed. All items not listed on the punch list will not be considered a punch list item, and unless covered by Athletica Sport Systems Inc.® warranty, will be replaced at the purchaser's expense. Delays or extra work and expenses caused by the site not being ready will be charged to the purchaser.

*Concrete work to be responsibility of others.

ITEMS NOT INCLUDED IN BASE BID

- Concrete slab inserts for other activities (i.e., volleyball, circus, tennis, etc.)
- Concrete slab inserts for Hockey Goals
- Performance, payment or bid Bonds
- Special Insurance Requirements
- OCIP/CCIP Enrollment Fees
- Any Applicable Permit and/or License Fees
- Garbage Removals / Dumpsters
- Cleaning of Boards
- Electrical Works or Concrete Works
- **Taxes, Import Duties, Tariffs**

**BASE BID (freight included)
TO SUPPLY & INSTALL
PLUS ANY APPLICABLE TAXES**

\$1,007,690.00 US FUNDS

Decline _____

Accept _____

Pricing based on Sourcewell Contract Pricing #120320-ATH

**TAXES ARE NOT INCLUDED IN OUR PRICES.
IF YOU ARE TAX EXEMPT, AN EXEMPT CERTIFICATE MUST BE PROVIDED
IN ORDER TO ALLOW TAXES NOT TO BE ADDED TO THIS QUOTATION.**

FOB: (Job Site)

Unload in Parking Lot (Loading Dock not available)

Prices firm for 30 days

Payment Terms: All payment terms based on Credit Approval (O.A.C)

- 45% with placement of signed quotation or purchase order
- 45% two weeks prior to shipping
- 10% due 10 days after installation

Please Note: When a contractor's payment and performance bond has been issued to the owner, a copy must accompany all contracts, signed quotes or purchase orders.

By: Reid Hart

Reid Hart– Director of Sales

If you require any additional information, please contact Reid Hart at 519-404-9465 or rhart@athletica.com

Notwithstanding the foregoing, should Athletica Sport Systems Inc.® be delayed in the commencement, prosecution or completion of the work by any cause beyond Athletica Sport Systems Inc.® control and not due to any fault, neglect, act or omission on its part, then Athletica Sport Systems Inc.® shall be entitled to an extension of time as agreed upon by the parties' hereto in writing and shall not be held liable for any liquidated damages for any delays caused by either the owner or general contractor.

This bid is subject to Athletica Sport Systems Inc.® Standard Terms and Conditions and Limited Warranty and may be withdrawn without penalty at any time before contract execution. If accepted, sign and return one copy, and retain a duplicate for your files. When approved by one of our officers and returned, it becomes a binding contract. This quotation is subject to change, withdrawal, or cancellation until accepted by you. If we have not received your acceptance within 60 days from the date hereof, this quotation shall automatically expire. Athletica Sport Systems Inc.® retains a security interest in all the

products covered in this agreement until all sales' terms have been met. In addition, the purchaser agrees to sign any additional documents for Athletica Sport Systems Inc.® to perfect its security interest in the products.

The above proposal is accepted:

(Please make sure you indicated either an accept or decline in the options listed above as well as your completion date and color of kick plate and sill cover in the box provided above. Thank you.):

President/Owner/General Manager

Athletica Sport Systems Inc.

Name of Signee (please print)

Name of Signee (please print)

Date _____

Date _____

PLEASE COMPLETE THE FOLLOWING ACCOUNT INFORMATION:

Federal ID Number: _____ (for direct importing purposes).

State Tax ____% Local Tax ____% ☐ *Exempt (see below)

*If you are tax exempt, please send us a copy of your Tax Exemption Certificate along with this signed quote. Credits will not be issued after invoicing is complete. Thank you.

ATHLETICA STANDARD TERMS AND CONDITIONS OF SALE – JANUARY 2021

1. Definitions. In these terms "Seller" means the seller of the Goods as defined herein; "Buyer" means the entity purchasing the Goods, including any successors thereof; "Goods" means the goods, products and materials manufactured, imported, supplied and/or delivered for or by Seller to Buyer, as such were approved by Seller in reply to Buyer's order and accordingly listed in the Approval of Order; "Approval of Order", in respect of any Buyer's order, means the instrument issued by Seller, bearing the same reference number of such order and specifying, *among any other terms*, the items of Goods, including their respective price and quantity, which shall be supplied to Buyer upon such order; "Contract" means the contract for the supply of Goods which have been ordered by Buyer and specified in Seller's Approval of Order, which contract is concluded based on these Terms and Conditions of Sale unless otherwise specified in the Approval of Order.

2. Payment. Payment for Goods shall be due on or prior to the delivery date of Goods and no discount may be taken. Payments received after the due date thereof shall bear a service charge from their due date, at the maximum lawful interest rate applicable, and if none – at the annual rate of 5% above the base rate from time to time of the central bank of the place of Buyer's incorporation. All payments shall be made to Seller's designated bank account in the same currency and for the same amounts as specified in the Approval of Order.

3. Prices, Duties and Taxes. Prices specified in the Approval of Order are net, excluding packaging, and shall be deemed Ex-works (Incoterms 2000 as amended). Prices are based, inter alia, on production costs for supplies, labor, deliveries, duties, and services current on the order date. In the event of material increase in any such costs, Seller reserves the right either to adjust the prices for Goods accordingly, or to cancel any certain part of the sales relating to undelivered Goods. Duties, taxes, fees, levies and other compulsory payments applicable to the sale of Goods any time, as well as freight, express, insurance and delivery charges, shall all be borne and paid in full by Buyer, unless otherwise expressly stipulated.

4. Delivery. Delivery dates noted on the Approval of Order are estimates only, and are not guaranteed, and are all subject to adjustment as determined by the Seller acting reasonably. The acceptance of shipment by a common carrier or by any licensed public truckman shall constitute proper delivery. Risk associated with the Goods shall pass to Buyer on delivery or with the passing of title in the Goods, whichever occurs first; provided however, that where delivery is delayed due to circumstances caused by or within the responsibility of Buyer, risk of loss shall pass to Buyer upon Seller's notification that Goods are ready for dispatch.

5. Retention of Title. Title shall pass to Buyer only upon full payment by Buyer for the Goods and following payment of any other outstanding debt by Buyer to Seller. Buyer shall, at Seller's request, take any measures necessary under applicable law to protect Seller's title in the Goods, and lawfully notify Buyer's present or potential creditors of Seller's title on and interest in the Goods. Buyer acknowledges that so long as title has not been transferred in the Goods, it holds the Goods as bailee and fiduciary agent for the Seller and shall safely and securely store and keep the Goods separate and in good condition, clearly showing the Seller's ownership of the Goods and shall respectively record the Seller's ownership of the Goods in its books. Notwithstanding the above, Buyer may use Goods for its own use, or sell Goods, as fiduciary agent for the Seller, to a third party in the normal course of business by bona fide sale at market value, whereby proceeds of such usage or sale of Goods, as the case may be, shall, to the extent of the amount being owed by Buyer to Seller at the time of receipt of such proceeds, be held by Buyer on trust for Seller and specifically ascertained, until payment in full for all payable debts by Buyer to Seller.

6. Warranty.

a) If applicable, Seller warrants that Goods as set out in the warranty applicable thereto given by Seller to Buyer, subject always to the terms and conditions thereof, and subject to use, storage and application thereof in accordance with and based on Seller's standard tolerances, instructions of use and recommendations.

b) Unless otherwise restricted by mandatory applicable law, THE WARRANTY SET FORTH HEREIN IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY, QUALITY AND FITNESS FOR USE AND FOR PURPOSE, ANY ADVICE AND RECOMMENDATION AND ANY OBLIGATIONS OR LIABILITIES WHICH MAY BE IMPUTED TO SELLER, ANY AND ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED, DENIED AND EXCLUDED. BUYER EXPRESSLY AGREES THAT NO WARRANTY THAT IS NOT SPECIFICALLY STATED IN THIS AGREEMENT WILL BE CLAIMED OR OTHERWISE ADHERED TO BY BUYER AND/OR BY ANYONE ACTING ON BUYER'S BEHALF AND/OR BY ANYONE DERIVING THE LEGALITY OF ITS CLAIM FROM BUYER, NOR THAT WILL ANY SUCH WARRANTY BE VALID. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT, ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, USE OR HANDLING OF ANY AND ALL GOODS SPECIFIED OR CONTEMPLATED BY THIS CONTRACT. NO WARRANTY IS MADE WITH RESPECT TO ANY OF THESE GOODS WHICH HAVE BEEN SUBJECT TO ACCIDENT, NEGLIGENCE, ALTERATION, IMPROPER CARE, IMPROPER STORAGE, IMPROPER MAINTENANCE, ABUSE OR MISUSE.

7. Claims and Liability.

a) Unless Seller shall within 30 days after delivery of the Goods, receive from Buyer written notice of any matter or thing by reason whereof it is alleged that Goods are not in accordance with the Contract, Goods delivered shall be deemed to have been supplied, delivered and accepted in all respects in full conformity with the Contract and Buyer shall be entitled neither to reject the same nor to raise any claim for damages or for other remedy in respect of any alleged negligence and/or breach of warranty and/or any condition.

b) In any claim, brought subject to the conditions above, Buyer must prove to the satisfaction of Seller that it followed Seller's instructions for use, care, storage, maintenance, handling and application of the Goods.

c) Unless otherwise specifically restricted by mandatory applicable law, Seller's liability under any claim and in connection with any possible allegation, whether based on negligence, contract, or any other cause of action, shall, if the Seller shall be liable hereunder, be limited to either (i) the replacement of the Goods or the supply of equivalent goods; (ii) the repair, or payment of the cost of repair, of the Goods; or (iii) credit in an amount equal to the purchase price specified in Seller's pertinent invoice, or in an amount of equivalent goods, all at Seller's sole option. Buyer acknowledges that the remedy available to him as specified herein, is in lieu of any remedies that may be otherwise available to him, now or in the future, whether in law or in equity, relating to any loss or damage, whether directly or indirectly, arising from the purchase and/or the use of Goods, including without limitation, any actual or contingent damages, loss of production, loss of profit, loss of use, loss of contracts or any other consequential or indirect loss whatsoever, whether pecuniary or non-pecuniary, and it is acknowledged and agreed by Buyer that in no circumstances shall Seller be liable for any such damages. Should any limitation on Seller's liability hereunder be held ineffective under applicable law, than Seller's liability shall in any event be limited to the minimum amount of damages to which Seller may limit its liability, where such is greater than the purchase price as specified in Seller's pertinent invoice. Additionally, any action against Seller must be commenced within one year after the cause of action accrues.

d) Buyer, for himself and for any other party which may claim either under or through Buyer, or independently of Buyer, including Buyer's employees, directors, officers, representatives and personnel, shall indemnify and hold Seller

harmless, from and against any claim or liability for damages in any way relating to the supply or use of the Goods, including claims for negligence and including but not limited to, any claim in connection with the design, manufacture, use, care, storage, delivery, application or maintenance of any Goods sold hereunder, whether alleged to have been committed by Seller or by any other person whatsoever. Buyer's undertaking as specified in this subsection shall extend and inure to the benefit of Seller and of Seller's successors at any time, as well as to Seller's personnel, representatives, managers, directors and officers. Nothing contained herein shall take effect to exclude or limit liability where liability may not be excluded or limited under applicable law, including, without limitation, for death, personal injury and fraudulent misrepresentations.

e) Any and all warranties, undertakings, guarantees, or assurances provided herein by Seller, are specifically limited to Buyer herein, and not imputed by Seller, whether directly or indirectly, expressly or impliedly, to any other person or entity, including any subsequent buyer or user, bailee, licensee, assignee, employee and agent of Buyer.

8. Default. Upon failure of Buyer to pay any amounts due to Seller, or in the event of any breach or anticipated breach by Buyer of any Contract with Seller, or if Buyer shall either (i) become insolvent, (ii) call a meeting of its creditors, or (iii) make any assignment for the benefit of creditors, or if (iv) a bankruptcy, insolvency, reorganization, receivership or reorganization proceeding shall be commenced by or against Buyer, then, in each such occasion, Seller may, at its sole discretion, opt to (1) cancel this and any other Contract with Buyer (without waiving any of Seller's rights to pursue any remedy against Buyer); (2) claim return of any Goods in the possession of Buyer, the title of which has not passed to Buyer, and enter Buyer's premises (or the premises of any associated company or agent where such Goods are located), without liability for trespass or any alleged damage, to retake possession of such Goods; (3) defer any shipment hereunder; (4) declare forthwith due and payable all outstanding bills of Buyer under this or any Contract; and/or (5) sell all or part of the undelivered Goods, without notice at public and/or on private sale, while Buyer shall be responsible for all costs and expenses of such sale and be liable to Seller for any shortfall in the discharge of the amounts due to Seller.

9. Independent Delivery. Each delivery of Goods shall (without prejudice to Seller's rights under clause 8 hereinabove) be considered a separate contract and the failure of any delivery shall not vitiate any contract as to deliveries of other Goods and payment thereof.

10. Cancellation. Orders manufactured in whole or in part, pursuant to Buyer's specifications, may not be cancelled except with Seller's prior written consent, on terms which will compensate Seller for any resulting losses.

11. No Assignment. No rights or obligations of Buyer arising out of this Contract may be assigned without the express prior written consent of Seller.

12. Force Majeure. Should Seller be prevented from effecting deliveries of the Goods or any of them by reason of either an act of god, insurrection, riot, war hostilities, terror attacks, warlike operations, piracy, arrests, restraints or detentions by any competent authority, strikes or combinations or lock-out of workmen, fire, floods, droughts, earthquakes, permanent or temporary delay or inability to obtain labor, material or services through Seller's usual and regular sources, or any other circumstances (whether of a nature similar to those specified, or not) beyond the absolute control of the Seller, then, in each such case, the obligation of the Seller to effect deliveries hereunder shall be suspended until after such prevention shall cease to continue. Should any deliveries under this Contract be suspended under this clause for more than 90 days – either party may withdraw from this Contract and be relieved from any liability; provided however, that Buyer shall nevertheless accept delivery and pay for such Goods once the Seller is able to deliver in accordance with the period(s) of shipment named in this Contract. Seller shall not be liable for, and be relieved from, any loss or damages of any kind resulting from the causes mentioned hereinabove.

13. Advice. Any provisions specified or implied by herein or elsewhere notwithstanding, any advice, recommendation, information, assistance or service provided by Seller in relation to the Goods or in respect of their use or application is given in good faith, shall be deemed accepted by Buyer without imputation of any liability to Seller, and it shall be the responsibility of Buyer to confirm the accuracy and reliability of the same in light of the use of which Buyer makes or intends to make of the Goods.

14. Entire Agreement. This Contract merges the entire terms and conditions for sale of the Goods. In the event of any conflict between the terms herein and any provisions included in the Approval of Order, the latter shall govern and prevail. Subject to the foregoing, nothing specified in, or referred to by, any other document, record or instrument whatsoever, which relates to and/or which otherwise subsists in connection with the sale of Goods herein, whether expressly or impliedly, including any written order, request or other standard or specific terms of any entity, shall or may be interpreted to attribute to Seller and/or to Seller's affiliates or representatives (i) any liability, obligation, commitment and/or undertaking, and/or (ii) any waiver in connection with or of any right, whether contractual, proprietary, in-personam and/or equitable, including but not limited to, any and all intellectual property rights in connection with the Goods, which are and shall always remain in the Seller's exclusive and complete ownership under all circumstances whatsoever, notwithstanding any sale of Goods hereunder and whether the Goods shall be standard Goods or manufactured to a specific order. No modification or waiver of any provision hereof shall become valid and effective except upon a written instrument duly signed beforehand by Seller. No waiver by either party of any default of the other party shall be deemed a waiver of any subsequent or other default. If any provision of this Contract becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, the balance of this Contract shall continue in full force and effect without the provision.

15. Law and Arbitration. This Contract shall be governed by and construed in accordance with the laws of the state of Seller's incorporation. Any dispute arising out of or in connection with this Contract shall, if so determined by the Seller, be finally settled by arbitration in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce ("ICC"), as shall be in effect from time to time, and if so determined, the balance of this Section shall apply. The arbitration shall be held at such location in the state of Seller's incorporation as shall be determined by Seller, in its sole discretion. The arbitrator shall be mutually appointed by Seller and Buyer within 21 (twenty-one) days following a written demand for arbitration by either of the parties. Failing to reach an agreement regarding the nomination of an arbitrator, the head of the relevant ICC national committee (located in the Seller's country of incorporation; and absent such local committee in that specific country – the ICC UK Committee (www.iccuk.net)) shall appoint an arbitrator at the request of any of the parties, a copy of which request for the appointment of an arbitrator shall be provided by the requesting party to the other party. Awards may be enforced in accordance with the 1958 New York Convention and judgment may be entered upon any award in any court having jurisdiction over the parties and/or their assets. The arbitrator's fees shall be paid by both parties in equal parts unless otherwise determined by the arbitrator. This provision shall survive any termination of any of the terms and conditions herein and shall be deemed to constitute an independent arbitration agreement between Buyer and Seller for all purposes and intents.

Re: Purchase requisition for Arena FF&E

From Stout, Carleen <carleen.stout@cityofmobile.org>

Date Tue 11/18/2025 5:46 AM

To Sam Matheny <sam.matheny@volkert.com>; Bullard, Marilyn <marilyn.bullard@cityofmobile.org>

Marilyn - this is good to process!

Get [Outlook for iOS](#)

From: Sam Matheny <sam.matheny@volkert.com>

Sent: Monday, November 17, 2025 11:54:43 AM

To: Bullard, Marilyn <marilyn.bullard@cityofmobile.org>

Cc: Stout, Carleen <carleen.stout@cityofmobile.org>

Subject: Purchase requisition for Arena FF&E

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.

Marilyn,

Can you please put together a purchase requisition for the attached proposal from Athletica Sport Systems. See page 4 for the amount. This is being done under a Sourcwell agreement, also referenced on page 4, so it was not required to be bid out. It should be charged to the Munis FF&E project F201-001.

Let me know what else you need.

Thanks



Sam Matheny

Program Manager | [Volkert, Inc.](#)

11 N. Water Street, Suite 18290 | Mobile, AL 36602 | [volkert.com](#)

Cell: 864-245-1917

Athletica Sport Systems Inc.

Ice arena and sports facility products

#120320-ATH

Maturity Date: 1/8/2026

Website: athletica.com/sourcewell

Sourcewell
Awarded Contract

Contact us

Have questions about a contract or cooperative purchasing?

Contact our dedicated team online or call 877-585-9706.

Products & Services

Buy Sourcewell

Documents

Contact Information

Products & Services

Sourcewell contract 120320-ATH gives access to the following types of goods and services:

- Dasher board system solutions
- Low E, dehumidification, & ice covers
- Containment netting
- Protective, multi-purpose sport, & rubber flooring
- Fixed, portable, & spectator seating, & benching
- Jet-Ice paint, logos, & ice marking
- Rigid, foam rink dividers, & protective padding
- Hockey goal frame, nets, pad, & supplies
- Rental skates, storage, & sharpening equipment
- Gym equipment & dividers
- Turf & indoor soccer systems
- Installation, service, & supplies

Additional information can be found on the vendor-provided, nongovernment website at: athletica.com/sourcewell

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Register for an account

Simply complete the online application, contact our dedicated team, or call 877-585-9706.

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**Solicitation Number: 120320****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Athletica Sport Systems Inc., 554 Parkside Drive, Waterloo, ON CAN N2L-5Z4, for itself, and on behalf of its wholly-owned subsidiaries, Becker Arena Products, Inc., and Cascadia Sport Systems, Inc. (collectively, Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Ice Rink and Arena Equipment with Related Supplies and Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires January 8, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
- b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial

general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report

all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R.

§180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

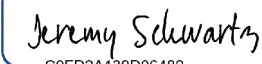
K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

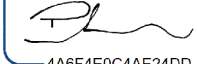
Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:

 C0FD2A139D06489...
 By: _____
 Jeremy Schwartz
 Title: Director of Operations &
 Procurement/CPO

Date: 1/6/2021 | 1:42 PM CST

Athletica Sport Systems Inc.*

DocuSigned by:

 4A6F4E0C4AE24DD...
 By: _____
 Andrew McRae
 Title: CEO

Date: 1/6/2021 | 1:48 PM EST

* for itself, and on behalf of its wholly-owned subsidiaries, Becker Arena Products, Inc., and Cascadia Sport Systems, Inc. (collectively, Vendor)

Approved:

DocuSigned by:

 7E42B8F817A64CC...
 By: _____
 Chad Coauette
 Title: Executive Director/CEO

Date: 1/6/2021 | 1:53 PM CST

RFP 120320 - Ice Rink and Arena Equipment with Related Supplies and Services

Vendor Details

Company Name: Athletica Sport Systems Inc.

Does your company conduct business under any other name? If yes, please state: Becker Arena Products Inc, and Cascadia Sport Systems Inc.

Address: 554 Parkside Drive
Waterloo, Ontario N2L 5Z4

Contact: Andrew McRae

Email: amcrae@athletica.com

Phone: 519-747-1856 235

Fax: 519-747-3659

HST#: FEIN - 980501127;

Submission Details

Created On: Tuesday November 17, 2020 13:11:41

Submitted On: Wednesday December 02, 2020 13:58:01

Submitted By: Andrew McRae

Email: amcrae@athletica.com

Transaction #: 91bf4b59-b57b-455d-bfc2-ef4cd53dbaf6

Submitter's IP Address: 72.138.60.146

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Athletica Sport Systems Inc., Becker Arena Products Inc., Cascadia Sport Systems Inc.	*
2	Proposer Address:	554 Parkside Drive, Waterloo ON CAN N2L-5Z4 720 Innovation Drive, Shakopee MN USA 55379 3012 Murray Street, Port Moody BC CAN V3X-1X2	*
3	Proposer website address:	athletica.com beckerarena.com cascadiasport.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Andrew McRae, CEO Athletica Sport Systems Inc. 554 Parkside Drive, Waterloo, ON CAN N2L-5Z4 (519) 747-1856 x 235	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jeff Brosz, GM Becker Arena Products Inc. 720 Innovation Drive, Shakopee, MN USA 55379 (952) 567-7728	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Reid Hart, Director of Sales Athletica Sport Systems Inc. 554 Parkside Drive, Waterloo, ON CAN N2L-5Z4 (519) 747-1856 x 260 Jonathan Wood, GM Cascadia Sport Systems Inc. 3012 Murray Street, Port Moody BC CAN V3X-1X2 (604) 461-5208 x 110	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Heritage products from all our legacy brands have seen our companies carve out and define a market for the Ice Industry and Dasher Board products that we offer. The Crystaplex Plastics company started off as material supplier, and reseller of Polymer and Acrylic products just after the second world war. With offices in Canada, the business was supplying clear shielding and white plastic for use in the onsite building of hockey rinks across North America. In the mid-1980s, Crystaplex Plastics created a Build On-Site kit that included all the lumber and components needed to create a Dasher Board set and this became the industry standard of the time. The on-site installation and building of these Dasher Boards was quite labour intensive and became a bottleneck to the completion of the arena construction. Crystaplex Plastics then innovated the use of prefabricated, demountable Dasher Boards, made of factory welded steel sections which had all the white polyethylene sheeting screwed to the facing and shipped to site for local assembly by a smaller	

crew. This innovation reduced the onsite installation time and shifted the industry to create a new product segment.

As first mover, Crystaplex Plastics was able to secure its position as market leader and product innovator as other firms began to copy the prefabricated strategy. Crystaplex Plastics determined that to be long term successful, they needed to have the highest quality staff providing the best customer service experience in the industry. In doing so – this allowed Crystaplex Plastics to create a separate company Crystaplex Arenas in 1988 and so the beginning of our legacy customer centric core values was established.

In 1999, Crystaplex Arenas was acquired by Athletica and held offices in both Ontario and Minnesota. During this period, in addition to servicing the community market, the company focused on the development of proprietary safety features and became the first Preferred Rink Equipment Supplier to the National Hockey League. Over the next 10 years, Crystaplex 590 Acrylic Shielding, GlassFlex, CheckFlex, and Soft Cap have each become the patented safety and flexibility standard in professional hockey. Currently, all 32 of 32 arenas in the NHL are using Athletica Products and the AHL is currently equipping their buildings with our Innovative and Safety compliant products.

Becker Arena Products was founded by Jim Becker in December of 1988. The company started as a distributor for Olympia Ice Resurfacers and Crystaplex Dasher boards and Arena Products. Becker began manufacturing the Signature Series dasher boards in 1994 and has focused on the community and private ice rink segment. As the NJPA and Sourcewell collaborative procurement contract holder, the business was acquired by Athletica Sport Systems in 2019.

Becker Arena Products continues to operate its community rink focus with a dynamic network of professionals including staff, subcontractors and vendors working together to provide resources, products and solutions for owners and operators in the ice rink industry. This group shares a sincere commitment including planning, teamwork, budget controls, meeting deadlines and following through on our promises. We are can-do people and we get most of our work from referrals. Creating a loyal customer who is happy with our products, process and customer service is our goal.

Cascadia Sport Systems was established in 1996 and serviced the lower mainland area of British Columbia in the gymnasium and ice arena market. With a customer centric strategy and single source solutions subcontract capability, the business quickly became known as an innovative specialty contractor providing competitively priced products and services. Cascadia was acquired by Athletica Sport Systems Inc in 2018.

Today, at Athletica Sport Systems, and through all our businesses, we believe in Safety through Innovation. Our philosophy has seen us become the world leader in the design, engineering, innovation and manufacture of dasher board systems. Our designs improve Player Safety, Fan Experience, and Reduce Owner Liability. As the Preferred Rink Equipment Supplier to the National Hockey League, the American Hockey League, and USA Hockey, Athletica Sport Systems works closely with each of the member Leagues to ensure new product enhancements such as our unique seamless acrylic shielding system, our patented Soft Cap® safety cap rail system and Glass Flex®, our flexible shielding system, are aligned with their current mandates, specifications and regulations.

Athletica Sport Systems has facilities in Canada, the USA, and a branch manufacturing facility in China. Our Manufacturing, Sales and Distribution center in Minneapolis Minnesota, Manufacturing, Sales and Distribution center in Waterloo Ontario, and Manufacturing, Sales and Distribution center in Vancouver BC allow us to cover North America as well as sales distribution around the world.

When it comes to excellence in all types of sport facilities, no other company comes close to Athletica Sport Systems. Whether we are enhancing the physical safety of players, reducing risk and liability for rink owners; improving ease of conversions, or maximizing the game experience for spectators - we bring it all to the game of hockey. With over 3,000 installations to our name, no company in the world builds or services more dasher board systems than Athletica Sport Systems, and nobody builds them better.

8	What are your company's expectations in the event of an award?	Our brand promise of Safety through Innovation has been our mantra, coupled with exceptional customer centric values, that has allowed us to serve the market with continued success. This in turn has given our business the enviable leadership position in our space, and along with this comes high expectations and continued responsibility to our clients. We are always looking to expand on the existing Sourcewell relationship that has been initiated through our acquisition of Becker Arena Products and to bring these best practice solutions to our client base in Canada and other markets across the US. We expect that our superior geographic coverage, along with our strategic footprint locations in the Clusters of Ontario, Minnesota, BC and the US Northeast to be of significant value to our clients and congruent with Sourcewell growth objectives. By Aligning our sales coverage with Sourcewell would also bring added authenticity to our offerings and offer lower cost of acquisition to our customers through the efficiency of collaborative procurement. We have found that many of our education and municipal clients are looking for the ability to hard specify our products, while also meeting the legal obligations of public procurement bids. This collaboration will allow us to work with our clients to create the lowest Total Cost of Ownership. The current lowest price at Bidding situation has resulted in longer term cost over runs and premature replacement. We are eager to work with our clients to create a safer and more durable environment.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Athletica Sport Systems Inc. has become the industry leader in service and product offerings as well as geographic coverage with the acquisition of Becker Arena Products and Cascadia Sport Systems. This has given our group a combined revenue of over US\$46M. Sourcewell and its membership can be confident in the financial strength of Athletica Sport Systems Inc, Becker Arena Products Inc, and Cascadia Sport Systems Inc. as our group is majority owned by Fulcrum Capital Partners, a private equity firm with multiple holdings. Included in the attachments are our combined 2019 financials as well as a copy of our recent D&B reports.	*
10	What is your US market share for the solutions that you are proposing?	As reported by the IIHF and supported by USA Hockey, there are 1800 indoor ice arenas in the USA with the concentration of these in several clusters across the country. The State of Minnesota is reported to have approximately 900 of these ice rinks, and the North East States, when taken as a group form the second largest cluster. The growth of Ice Sports in the sunshine regions of the US have followed the expansion of the National Hockey League in the States of Florida, Texas, Arizona, and California. To match this demand, our group is strategically located with a Manufacturing/Sales and Distribution office in the Minneapolis/St Paul area. We also have a dedicated Sales team located in the North East as well as the North West. With existing installs and our aftermarket services operation, we touch 85-90% of all indoor ice arenas across the country and have the capability to service the remaining 10-15% for complete coverage.	*
11	What is your Canadian market share for the solutions that you are proposing?	As reported by the IIHF and supported by Hockey Canada, there are 3500 indoor ice arenas in Canada with the concentration of these in several clusters across the country. The province of Ontario is home to over 1700 Ice Rinks and when clustered together, Quebec and the Eastern Provinces become the second cluster. Western Canada is home to the third cluster with a small presence in the far north - which is home to many small communities each with their own ice rink. With Manufacturing, Sales and Distribution offices in Waterloo Ontario, a joint venture Sales and Installation company in Quebec and Manufacturing, Sales and Distribution offices in metro Vancouver BC, our business is unmatched in National coverage and breadth of offerings. Our market share in this competitive and regionally focused business is over 60% where many of these facilities are Municipally owned and operated. Athletica also enjoys a very collaborative relationship with a number of First Nations tribes across Canada and has completed projects in many of these remote communities on all three coasts.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Not Applicable - as a Private Equity Owned, multinational corporation, registered in the Province of Ontario, Athletica Sport Systems Inc, each of our subsidiary businesses have never petitioned for Bankruptcy.	*

13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Our companies are best described as (B) Manufacturer/Service Provider. This contract will be administered by Athletica, Becker and Cascadia Direct Sales resources that are employees of the respective companies. As we also use commissioned sales agents in the Northeast and Northwest US, some clients may have local contacts with these agents – however those leads are passed onto our company Direct Sales resources. All contracts will be direct with Athletica Sport Systems Inc., Becker Arena Products Inc., or Cascadia Sport Systems Inc. Each company is directly responsible for the branded products it represents. Direct Sales, Inside Sales, and our Service Teams are made up of company employees.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Athletica Sport Systems and Becker Arena Products are registered to conduct business in most US States and all of Canada. Where required by state law, we also hold additional State Contractor Licenses. Our installations are in general using local unionized labor supported by a Direct Employee Union Supervisor. In some facilities, it is possible to use the Arena Staff or other laborers, under the direction of our Direct Employee Union Supervisor – thereby offsetting the cost of installation. Becker Arena Products is a licensed business in 34 states where we are required to be licensed in, as well as Canada. We are licensed to do business where necessary and collect sales tax where necessary. We also hold contractor licenses in these states: AK, AL, AZ, CA, IA, MN, ND, NE, NM, NV, RI, UT, WY & WA.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	There have been None for any of our business units.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Athletica Sport Systems Inc has been the Preferred Rink Equipment Supplier to the National Hockey League (NHL), the American Hockey League (AHL) and USA Hockey within the last 5 years. Becker Arena Products has received the following industry continuity awards supporting MIAMA 40 year Service Award Best Promoter of NJPA Award Governor's Meritorious Achievement Award for Safety Performance (MN) Becker Arena Products recognition from Ice Skating Institute (ISI) for being a 20 year member and Becker Arena Products founder Jim Becker has been recognized with a lifetime achievement award through his contributions to the ISI	*
17	What percentage of your sales are to the governmental sector in the past three years	Athletica - 30%, Becker 42%	*
18	What percentage of your sales are to the education sector in the past three years	Athletica - 15%, Becker 25%	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Through the acquisition of Becker Arena Products, Athletica Sport Systems Inc is pleased to include a Sourcwell as our only cooperative purchasing contract. In the past 3 years, Sourcwell has benefitted our Becker Arena Products sales team with revenues of: 2020: \$2,567,941.00 2019: \$3,295,643.23 2018: \$1,577,965.56 Becker Arena Products has also held the Sourcwell and formerly NJPA collaborative procurement contracts since 2012. This contract was one a key part of the investment thesis in the acquisition of Becker Arena Products.	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	No current GSA contracts. Becker Arena Products is a current member of the United States Department of Defense "E-gov" procurement program. Athletica Sport Systems Inc has also retailed components through third party resellers which have existing GSA contracts (Gopher Sport).	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Toronto, Ontario	Robyn Tuen	416-338-1700	*
City of Guelph, Ontario	Jean Starchuk	519-822-1260 x2759	*
City of Barrie, Ontario	Lisa Tuomi	705-739-4220 x4709	*
Centennial School District	Patrick Chaffey	763-792-6000	
West Des Moines	Shayne Ratclieff	515-440-4775	

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Mercyhurst University	Education	Pennsylvania - PA	Dasher Boards & Accessories	\$640,000	\$819,432	*
Centennial School Dist	Education	Minnesota - MN	Dashers (2), Rubber Flooring & Accessories	\$782,000	\$820,000	*
City of Elk River	Government	Minnesota - MN	Dashers (2), Rubber Flooring & Accessories	\$1,000,000	\$1,564,656	*
Pingree School	Education	Massachusetts - MA	Rubber Flooring	\$343,000	\$669,746	*
City of West Des Moines	Government	Iowa - IA	Dashers (2), Rubber Flooring & Accessories	\$1,100,000	\$1,125,015	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	Athletica Sport Systems Inc., Becker Arena Products Inc., and Cascadia Sport Systems Inc. each have a direct sales team that collaborates to offer the best support to all our client needs. We have the flexibility to either sell to a local client through a regional office or direct through preferred branch location utilizing a national sales support person where the client can oversee multiple locations with a single point of contact. Our outside sales teams are remotely dispatched and managed to meet with clients across North America in developing project scopes and offering consultative sales support. We have three Aftermarket Customer Service teams who work directly with the outside sales members to process real time orders and quotes. We utilize a mix of direct employees and commissioned sales representative to support the end users of our products.	*
24	Dealer network or other distribution methods.	In the North East US, Florida, and California, we also have relationships with local representatives that work collaboratively on projects. To best serve Sourcewell members, each of our contracts would be direct with Athletica, Becker or Cascadia and we would subcontract the local agent to assist with installations or services as required.	*
25	Service force.	Through the three businesses, we have over 30 Installers and Services technicians that are available for on-site service and repair operations, as well as our Sales team is fully versed as technical supervisors that can work with client staff and contractors.	*

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Customer Service is a core company value, and we reinforce our customer service principles into the daily practice of every associate. To accomplish this, each position has standards for customer service built into their job descriptor with annual performance measurements in place to drive excellence and consistency. This allows us to provide outstanding products and services to all our internal and external customers. Principles and Standards Athletica, Becker and Cascadia have developed these general customer service principles, and this is our brand promise to you; 1) We will listen to you, be courteous, and treat you with dignity and respect every time you contact us 2) We will actively see to understand your business needs in order to serve you right the first time and every time thereafter 3) We will deliver high quality products and services that meet or exceed your needs and expectations 4) We will respond in a timely manner to your concerns and inform you when we will get things done 5) When you call us, we will make every attempt to ensure that you talk to a real person, even if the person you are calling is not immediately available 6) We will work out solutions and alternatives that create "win-win" solutions with you 7) You will know whom to contact if you have a problem. We will listen to your problem find a solution, follow-through, and put corrective actions into place to eliminate the issue 8) We believe that "Bad News" does not age well and that we will take the initiative to identify problem situations up front and propose workable alternatives 9) We will acknowledge our mistakes, apologize, and do our best to eliminate the error to exceed your expectations in the future. Responsibilities In a successful organization, effective customer service is everyone's responsibility. It is incorporated into every individual performance plans and expectations. Managers and supervisors are responsible for assuring that their staff promotes excellent customer service, and that their organizations actively participate in the customer service program.	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	With our main locations in Waterloo Ontario, Shakopee Minnesota, and Vancouver British Columbia - our businesses are uniquely positioned to cover ALL AREAS of the USA - including Alaska, and Hawaii.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	With our main locations in Waterloo Ontario, and Vancouver British Columbia - our businesses are uniquely positioned to cover ALL AREAS of Canada - including Yukon, Nunavut, the North West Territories and Quebec (in French as well as English).	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	*NO GEOGRAPHIC EXCEPTIONS* With our main locations in Waterloo Ontario, Shakopee Minnesota, and Vancouver British Columbia - our businesses are uniquely positioned to cover ALL AREAS of North America - including Alaska, Hawaii, and Quebec (in French as well as English).	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	*NO MEMBER SECTOR EXCEPTIONS* With our main locations in Waterloo Ontario, Shakopee Minnesota, and Vancouver British Columbia - our businesses are uniquely positioned to cover ALL BUSINESS SECTOR AREAS within North America. There are no other cooperative purchasing contracts or agreements in place.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Our businesses regularly conduct business and ship products to Alaska and Hawaii. There are no restrictions and we are able to offer all our products and services. Shipping and travel expenses will be assessed at appropriate and agreed rates for these states.	*

Table 7: Marketing Plan

Line Item	Question	Response *
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32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Brand awareness in any industry is critical to establish a successful cooperative contract and growing its use. As market leaders in our competitive Ice Arena market, Athletica Sport Systems, Becker Arena Products, and Cascadia Sport Systems are enthusiastically ready to drive this program forward. Considering our experience administering the Sourcewell Cooperative Procurement Contract through Becker Arena Products, this familiarity from more than 15 years of successfully working together, Athletica, Becker and Cascadia have benchmarked other successful Sourcewell vendors in preparing a forward-looking, multiple step tactical plan that leverages our existing wide-reach to create awareness of Sourcewell in the USA and to facilitate an expansion into the Canadian Ice Arena market. In anticipation of a contract Renewal Award – our team has already begun the collaborative training program of sharing best practice from Becker Arena Products through Athletica and Cascadia. In order to fully leverage the program, our internal people and process alignment needs to be in place prior to Day 1 post award. Our plan is to hold a kick-off sales conference – and including the Sourcewell Contract Manager to review the Sourcewell Renewal Award Contract with each of our teams and our success is predicated on following the steps outlined in the plan below. 1. Executive Sponsorship supporting a corporate level growth strategy is critical for any program to be successful. The Sourcewell Program is being driven from our Executive Team Sponsors – Andrew McRae, CEO and Patrick Westfall, CFO. Our executive commitment to our customer base has been embedded into each of our Business unit leaders – Reid Hart for Athletica Sport Systems Inc, Jeff Brosz for Becker Arena Products Inc, and Jonathan Wood for Cascadia Sport Systems Inc. We are constantly seeking opportunities to strengthen our national partner relationships in both Canada and the USA. We view executive alignment as mission critical for any successful contract strategy. 2. Our internal Sourcewell Contract Management team will continue to conduct quarterly business reviews with our executive leadership where usage statistics, product segments, and growth/adoption trends are reviewed and opportunities for next period are discussed. 3. Sales Team Training. A review of the Sourcewell Membership directory and first point of contact with our company is typically competed by their dedicated account managers and our order desk associates. Our account managers need to understand the scope and benefits of the Sourcewell agreement and know how to create value for our clients through these programs. Additionally, our account teams then propagate the value of the Sourcewell agreement to non-members helping to drive increased adoption, participation and contract growth. 4. Member Transition. Upon the award, we will seamlessly transition existing accounts and Members using the current contract to the new contract. Once this is in place, we can add Members to this contract by linking them in our business system to the contract within 3 business days of request. 5. Agreement Transition Plan. We anticipate adding a simple contract landing page that will be ready to go live on Day 1. Products details and updated pricing will be available and in place. We will also collaborate with Sourcewell marketing to create email awareness campaigns to explain how to make the transition seamless for the Sourcewell membership. 6. Monthly Email / Constant Contact. Our businesses through each of our Branded Sites, produces and distributes specific email announcements monthly to approximately 4,000 customers. Emails have been designed to highlight rotating topics for which the benefits of the Sourcewell program will be highlighted to Members – and more importantly to Non-Members. Please see samples email we recently sent out included in our marketing materials document uploads. 7. Sourcewell Branding Logo – Website Cross Link. Sourcewell branding logo will be added to our Branded Website and will direct customers to the Sourcewell landing page as well as a link back to https://www.sourcewell-mn.gov/ 8. Social Media. Our marketing team has many advanced tactics to reach Sourcewell customers through our social media channels on Facebook, Twitter, Instagram, and LinkedIn with many targeted followers in the US and Canada. 9. Trade Shows / Industry Associations. As a market influencer, our businesses regularly attend Trade Shows and Conferences whereby we market the Sourcewell relationship to each visitor to our booth. We have been able to secure many new customers through this process and the explaining the efficiency and positive benefits of collaborative procurement has been a value extender for our client base.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Using metadata and use statistics from our Branded websites - Athletica, Becker and Cascadia have established a presence unlike any other in the industry. Coupled with the strategic use of our social media channels, we are able to create seasonal offerings that make a difference in the Ice Arena Market based on the upcoming milestone in a typical Ice season. Summer facility maintenance, Preparation, Making Ice, operational spares and support, multiple event conversion equipment, tournament preparation and local association training supplies, though to Ice Out and completing the seasonal shut downs. Each of these events are discussed with our clients and we have used technology to help us understand this Ice Arena Lifecycle. We are mindful that this Sourcewell program will assist us in driving some best practices with our clients and assisting that relationship between procurement an operations at the Arena level.

34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Judging from the year over year growth of the Sourcewell Collaborative Procurement Systems, there is a clear best practice at promotion and creating value within member organizations that extends well beyond this current bidding process. With the previous Sourcewell and NJPA contacts with Becker Arena Products, spend at our business within this category has also seen a marked growth year over year and we are very interested in expanding this program in other geographies. With over 50,000 member organizations, we understand that this bid is focused on a niche member segment and we are pleased to have serviced over 450 different members thus far – and hope to continue to introduce ourselves to Sourcewell Members we have yet to meet. With an understanding and repeated awards of this contract through our Becker Arena Products business, we are hoping that Sourcewell continue its exception promotion programs and issue a Renewal Award Announcement and to support our MARCOM efforts in promoting the program through continued access to Sourcewell branded MARCOM information in formats we can use in our Media Strategy. On the Renewal Announcement, we would issue a Press Release in both Canada and the US naming each of our business units and promoting the Sourcewell Partnership. We would also send a broadcast mailing to our clients which includes over 4000 Targeted municipal and private clients across North America through our use of Constant Contact. We would also refresh our existing MARCOM materials and distribute through our bi-weekly announcements, publish to our Websites in our monthly blogs and also issue specific Sourcewell Branded adverts within the industry periodicals where we currently advertise.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our product offerings require some degree of consultative selling and so we have not offered an E-Procurement program. We do however have a simple catalogue ordering process where Sourcewell members can select the required products and create a quick web-inquiry through our website.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Becker Arena Products, Inc. offers training through local and national trade shows and seminars. We offer an ice painting training class at ISI (Ice Skating Institute). We are also asked to speak, as an industry expert, at different seminars in the ice rink industry. With every installation, we offer training to arena operations and management staff with our Installation Supervisors. Additionally, our local Sales Representatives are fully trained in the operational characteristics of our products. We have completed training classes as part of local trade shows, Amateur Hockey associations and major industry conferences. Our products also come with telephone support as well as published Operations and Maintenance manuals.	*

37	Describe any technological advances that your proposed products or services offer.	With the Crystaplex legacy branded products, Athletica has become one of the most technologically advanced Dasher Board manufacturers in the industry. Through the development of CheckFlex, GlassFlex, Crystaplex 590 Acrylic, Seamless Acrylic polycarbonate divider sleeves, Curved Terminations, ClearVision Polycarbonate shielding support and SoftCap - these patented innovations have greatly reduced the severity and occurrence of injuries in competitive hockey. Athletica as a core competency continues to innovate a develop new product technologies to facilitate training of youth hockey players through our Border Patrol and Optimizer rink divider products. Other replicators have tried to pirate and copy our products, however, Athletica has invested significant time and resources into these products and have the only NHL approved features that can be used in professional hockey arenas. The exclusive BAP Modular Rental Skate Storage System was developed by Becker Arena Products and has solved many skate storage problems for ice rinks around the country. Ultimate Vinyl ice marking products were developed by Becker Arena Products and have changed the way ice rinks put in the line markings and other markings in a sheet of ice. Becker Arena Products is the exclusive distributor in the United States for the MS2600 electric Desiccant Dehumidifier which is the only small electric desiccant unit designed for the ice rink market today. Becker Arena Products is the exclusive distributor of the IceTec 8 ice depth measuring tool for the entire worldwide distribution of the ice tool. This tool is the only electronic tool designed to take ice thickness measurements in an ice rink.	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	We have been a strategic participant and supplier to the National Hockey League's Green Initiative targeted at facility operators and arena owners globally. We have also participated in community equipment drives where Hockey Equipment is donated by local organizations and then refurbished and distributed to communities in need to reduce the barriers to play. We are able to offer rebate programs for existing Dasher Board components returned as part of an upgrade project, which are then refurbished and resold through our RinkEquipmentResource.com resale site. This Cradle to Grave re-use program is also supported by Becker Arena Products, utilizing recycled plastic lumber in our benching and bleacher products and recycled rubber flooring. As an organization we recycle our paper products as well as our steel, aluminum and polyethylene offcuts and drops. In turn, this reduces the carbon footprint of the ice hockey industry and reduces landfilling of products considered obsolete by some communities.	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	This is best illustrated through our Repurposed equipment site https://rinkequipmentresource.com/ . Through this channel we are able to offer resale and refurbished equipment to private and cost sensitive municipal customers. We are also able to provide LEED compliance to project specific requirements.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	N/A	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Our product offerings meet stringent requirements for the National Hockey League, American Hockey League, and USA Hockey requirements. Our testing and certification programs are unequalled in the industry. We also regularly work with Architects, Engineers, and local regulating agencies to influence industry safety specifications and end user product developments improving Player Safety and reducing Owner Liability. Through the Sourcewell Program, we are able to offer multiple products to meet any specification and price point. This allows municipal and education buyers to receive the best cost - and highest value on our safety feature rich Elite Competitive Dasher Boards as well as our community arena products which offer great performance characteristics at a more economical price point. We have positioned our business to offer one stop full accountability for products, installation, and service. We offer the largest selection and the greatest coverage in the industry.
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Our warranties cover all products manufactured by Athletica, Becker and Cascadia - supplied and installed for a noted project against defects in materials and workmanship, under normal use, for a period of 1 (one) year from the completion of Installation. For resale products - the manufacturers warranty will be extended to the purchaser. Upon project completion, a Warranty Certificate is issued to the End User Client.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Warranty Exclusions are related to wear parts and other consumable items. 1) Glass / Acrylic breakage is specifically excluded from the above warranty 2) Regular maintenance items per maintenance manual 3) Damage to the dasher board system due to defects in the workmanship of other trades (i.e. concrete heaving or settling) 4) Unapproved anchoring methods 5) Damage due to abuse, negligence or uses other than their intended application 6) Unapproved or improper reinstallation of dasher boards and shielding 7) Unapproved alterations or modifications to the system without prior approval, guidance or review by our Business Units	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Warranty coverage includes all costs for remediation of materials and workmanship.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Warranty coverage is for all regions in the US and Canada. With local offices across the continent, we are able to send a local technician to provide Warranty parts, services and repairs.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	For products manufactured by Athletica Sport Systems Inc, Becker Arena Products, and Cascadia Sport Systems Inc, we are able to offer a typical 12 month manufacturers warranty as outlined in the Appendicies	*
47	What are your proposed exchange and return programs and policies?	Return Policy Prior approval is required on all returns. All returned merchandise must be new and unused, and in saleable condition, preferably in the original packaging. Return shipping costs are the responsibility of the buyer. All returns are subject to a minimum 15% restocking and handling fee. Athletica Sport Systems, Becker Arena Products and Cascadia Sport Systems reserve the right to refuse the return of merchandise if our return policy and procedures are not followed. In the case of defective merchandise, contact Athletica, Becker or Cascadia. to arrange return and/or replacement. Custom ordered / manufactured items shall be approved for manufacture by the buyer before construction and are not returnable. Damaged Merchandise When a shipment is received please inspect for damage immediately. If there is damage to the package, make notation of same on carrier paperwork before you take possession of the shipment at your premises. Athletica Sport Systems, Becker Arena Products or Cascadia Sport Systems are not responsible for damage or loss in transit. All freight claims must be filed with the delivering carrier. Notification of shortages or damages must be made within five (5) days of delivery. Do not return damaged merchandise without contacting Athletica Sport Systems first.	*
48	Describe any service contract options for the items included in your proposal.	Ongoing service, inspection, and repair contracts are available and we have for instance contracted with some municipalities to complete a service contract for all their arenas.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	For our sale contracts, which have a high degree of customization, Athletica, Becker and Cascadia have approached this topic with flexibility, and we offer flexible terms depending on the size and scope of the project as dictated by the Client. For Arena Services Orders (Components) 1) Net30 Terms 2) As negotiated at time of order, consistent with local municipal procurement rules. For Arena Services Orders (Projects with Labor) Typically one of the following 1) 1% Discount, Cash in Advance 2) 45% Deposit, 45% on Shipment, 10% on Completion 3) As negotiated at time of order, consistent with local municipal procurement rules. For Dasher and Replacement Project contracts, 1) 1% Discount, Cash in Advance 2) 45% Deposit, 45% on Shipment, 10% on Completion 3) AIA Construction Progress Billing Terms 4) CCDC Construction Progress Billing Terms 5) As negotiated at time of order, consistent with local municipal procurement rules.
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Becker Arena Products has offered Financing/Leasing options through third parties. Contracts with National Cooperative Leasing have been executed in the past and we maintain relationships with many firms in this area. Any fees or incremental costs for leasing are not covered under this proposal and would be an incremental fee to the client.
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	There are several Procurement Processes and streams that we make available to Sourcewell Members. 1) A client would contact one of our regional sales agents directly with either an email to a telephone call. This would initiate the inquiry into our system. 2) A client could call one of our regional offices, via telephone, email, or website inquiry to review their requirements In response, our customer services order desk will then contact the client and guide them through the specification and quotation process. Once quotation has been accepted and all contract terms have been confirmed, an order confirmation will be made to the client and the supply process will commence. As our businesses are on a common EPICOR platform, we store and maintain a Sourcewell Membership directory – which since inception or the first contract in 2012, we have sold to over 450 member locations. This customer attribute also facilitates the quarterly sales reporting and service fee payments to Sourcewell. Members will also enjoy the discounted pricing as this pricing structure is uploaded into the business system and allocated to each of the Sourcewell Member accounts. This continuity guarantees that once a customer has been allocated as a Sourcewell Member, they will continue to receive the preferred contract pricing throughout the life of the program.
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We are able to accept Credit Card Purchases (maximum \$3,000 transaction value - or additional fees may apply) and can add payment p-card options for clients that reach a critical sales level.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	With the varied project scopes for Dasher Boards, we have included a detailed price breakdown for each option. By tabulating the quantity of unit cost of each item, the total proposal cost can be generated. A 5% discount from the price is offered at the time of quotation and will be included in the order. Details of pricing for Catalogue items are included in the attachments and are shown as Market MSRP and Sourcwell MSRP. The Sourcwell MSRP is a net price shown with Discount included.	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	We have included a typical 5% discount on the MSRP of all our Catalogue prices. Each member will receive a quotation that includes this discount as a net price proposal and is shown on the price list. We have also included a discount on feature and option pricing for dasher board projects which range from 3% to 7% (which is consistent with our Public Procurement and Volume Discount Best Cost Pricing Strategy).	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	We have included standard discounts and volume rebates to create the best cost procurement options under the Sourcwell Member Price List. We are not able to offer incremental discounts - though we will work with Sourcwell Members to minimize costs and optimize efficient project deliveries. These savings will be passed directly to the client.	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Athletica Sport Systems, Becker Arena Products, and Cascadia Sport Systems will provide as many quotes for sourced products or services as a Sourcwell Member may reasonably require. These items will be supplied on an as quoted basis.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Product, Shipping, Installation and Commissioning and Training charges are included in all our Project Bid offerings. The only exceptions are return freight and restocking charges. For Catalogue (ASO) items, freight, shipping and delivery charges are extra to order and quoted at time of order/shipment.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight is charged between the factory origination and Sourcwell Member destination locations, and factors including product specifics (weights and dimensions).	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	In general, all delivery, locations are handled the same. On general ice rink accessories, all shipments are shipped F.O.B., stock location. Shipping costs are additional unless otherwise specified. Notification of damages or shortages must be made within 48 hours of delivery. Athletica Sport Systems, Becker Arena Products, or Cascadia Sport Systems are not responsible for damage or loss in transit. All freight claims must be filed with the delivery carrier. Customized items shall be approved by the purchaser prior to shipping and are not returnable. All returned items are at the customer's expense.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Athletica Sport Systems, Becker Arena Products and Cascadia Sport Systems occasionally delivers its own products locally (using a company vehicle) but typically we would use common shipping services.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	We are pleased to pool demand for public procurement programs and offer preferred pricing in-line with our competitive and best cost pricing strategies.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell.	With over 11 years working with Sourcwell (and NJPA), Becker Arena Products has developed a robust reporting program for administration of this program. We intend to continue this best practice self reporting and adding in clients with Athletica and Cascadia as well. Since each of our business all operate on the same EPICOR business system, we anticipate a seamless experience for Clients as well as a robust and transparent program with Sourcwell. Each of our Sourcwell clients are identified An example of this reporting template has been included in the appendices.
63	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We are pleased to be able to pass a 2% administration fee for sales under the Sourcwell Contract.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Our products across the three business, are positioned for different segments and we have a single offering for each product category. 1) Crystaplex 6A - Elite: for professional and competitive Ice Hockey - includes many Safety and Conversion features 2) ProSeries - Premium Community: Mechanically Fastened Anodized Aluminum. esthetically elegant and clean design matches other architectural finishes. Safety upgrades available. 3) Infinity – Elite level Indoor multiuse full-framed dashers. Typically used in MAC courts for student centers in the Educational Segment 4) BAP Signature 6.0 – Community focused welded steel framed dasher boards. Designed for durable long-term installations in single purpose arenas. 5) BAP Outdoor 4.0 – Outdoor design for year-round, multi-season use. 6) CAS1500 Series – Skating Rail and custom ice barrier. For use on Indoor and Outdoor seasonal skating rinks. Easily customizable and each unit is custom built. 7) CAS3900 Series – An elegant Barrier System for use in multi-purpose sport facilities and ideal for indoor soccer fields. 8) CAS8000 Series – Best cost system welded steel framed dasher boards for budget sensitive installations 9) Skate Racks and Rentals skates, player and spectator seating, benching and coat hooks/locker room components and rubber flooring for use throughout the facility 10) Spectator netting and Low-Emissivity ceilings 11) ArenaDeck ice covers 12) Scoreboards and dasher board advertising programs 13) Full compliment of Catalogue items to support the ongoing Ice Arena operations team with Parts, Tools and Consumables used year-round. 14) Skating aids and on-ice training hockey components supporting Developmental programs. 15) Ice Edger, Ice Paint and Painting supplies, in-ice logos and water treatment products 16) Dehumidification equipment 17) Resurfacer components and replacement parts 18) Used and Refurbished equipment 19) Installation, Inspection and Maintenance Services
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Our category descriptions would be as follows Dasher Boards for Ice Arenas - Elite/Competitive Level - Community Level - Best Cost Level Dasher Boards for Sport - Indoor Soccer and MAC Courts Locker Room and Supporting Products - Benches, Coathooks, Storage Lockers, Skate and Stick Racks ASO - Arena Services Catalog Items - Ice Making equipment and supplies - Parts and Maintenance equipment - Operational Spares

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Ice resurfacers and edgers	☒ Yes ☐ No	We offer edgers from many manufacturers as part of our catalogue sales. We also offer resurfaced resurfacers through our Rink Equipment Resource program.	*
67	Dasher boards and rink dividers	☒ Yes ☐ No	We offer the Border Patrol Foam Dividers and the Optimizer Rink Divider that is also the Preferred Rink Divider of USA Hockey.	*
68	Ice rink and arena equipment and supplies	☒ Yes ☐ No	We have a comprehensive catalogue offering of Ice Rink supplies and equipment. This has been added to the products upload page for review.	*
69	Ice rink and arena structural or mechanical equipment (HVAC, etc.)	☒ Yes ☐ No	We resell many mechanical component and have been a distributor of Dehumidification and Water Treatment Systems.	*
70	Ice rink and arena related services	☒ Yes ☐ No	We offer Ice Painting and other maintenance services - specific to Dasher Boards and general contract maintenance.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
71	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	As our businesses are on a common EPICOR platform, we store and maintain a Sourcwell Membership directory – which since inception or the first contract in 2012, we have sold to over 450 member locations. This customer attribute also facilitates the quarterly sales reporting and service fee payments to Sourcwell. Members will also enjoy the discounted pricing as this pricing structure is uploaded into the business system and allocated to each of the Sourcwell Member accounts. This continuity guarantees that once a customer has been allocated as a Sourcwell Member, they will continue to receive the preferred contract pricing throughout the life of the program. With over 11 years working with Sourcwell our company has developed a robust reporting discipline for administration of this program. We intend to continue this best practice self reporting and adding in clients with Athletica and Cascadia as well. Since each of our business all operate on the same EPICOR business system, we anticipate a seamless experience for Clients as well as a robust and transparent program with Sourcwell. An example of this reporting template has been included in the appendices.	*
72	Describe how your proposed equipment, products, or services impact the indoor air quality of an ice rink or arena.	Dasher boards and components are essentially Air Quality Neutral. Therefore, there is no impact to this area.	*
73	Describe how your proposed equipment, products, or services comply with any applicable environmental regulations.	With our corporate social responsibility focus - Athletica, Becker and Cascadia have taken old dasher systems and offered credits where the product can be repurposed in another facility.	*
74	Describe your product attributes and advancements in regard to product safety, longevity and lifecycle costs.	The durability of our Dasher Board products is completely dependent on the nature of the facility and how the space is used. The typical lifecycle would be in the order of 10-15 years for a community arena and generally matches the lifecycle of the refrigerated floor. Safety through Innovation is the Athletica Sport Systems Inc. brand promise, following on the values of innovation and development of the Crystaplex Arena product features, Athletica has continued to develop new products and technology to reduce the severity and occurrence of injuries and to also make the product simpler to change for multi-use arenas. We continue to develop new products such as the Sled Hockey on-ice bench area. This creates a much more elegant play experience for Sled Hockey. Athletica has also partnered with Covestro, and the Pittsburgh Penguins to develop a flexible facing dasher board that absorbs impact energy again with the objective of improving player safety.	*

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 75. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Financial Strength and Stability](#) - Financial Statements - Sourcewell Bid 2020.pdf - Tuesday December 01, 2020 12:04:07
 - [Marketing Plan/Samples](#) - Marketing Data (Product, Catalogue, Sourcewell Reporting).pdf - Tuesday December 01, 2020 14:01:56
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Product Warranty Information.pdf - Wednesday December 02, 2020 09:56:56
 - [Pricing](#) - Master Sourcewell Excel Price List (ATH, BAP, CAS) - December 2020.pdf - Wednesday December 02, 2020 13:50:13
 - [Additional Document](#) - ATH, BAP, CAS Capabilities.pdf - Wednesday December 02, 2020 13:47:00

Proposer's Affidavit**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Andrew McRae, Chief Executive Officer, Athletica Sport Systems Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_1_Ice Rink and Arena Equipment with Related Supplies and Services_RFP_120320 Mon November 23 2020 10:19 AM	☒	1

**AMENDMENT #1
TO
CONTRACT #120320-ATH**

THIS AMENDMENT is by and between **Sourcewell** and **Athletica Sport Systems Inc. (for itself and on behalf of its wholly owned subsidiaries, Becker Arena Products, Inc., and Cascadia Sport Systems, Inc.)** (collectively, Vendor).

Sourcewell awarded a contract to Vendor to provide Ice Rink and Arena Equipment with Related Supplies and Services to Sourcewell and its Participating Entities, effective January 6, 2021, through January 8, 2025 (Contract).

The parties wish to amend the following terms within the Contract.

1. This Amendment is effective upon the date of the last signature below.
2. Section 18. Insurance—Subsection A. Requirements— Item 5. Professional/Technical, Errors and Omissions and/or Miscellaneous Professional Liability, of the Original Agreement, is deleted in its entirety.

Except as amended by this Amendment, the Original Agreement remains in full force and effect.

Sourcewell

DocuSigned by:
By: **Jeremy Schwartz**
Jeremy Schwartz, Chief Procurement Officer

Date: 6/21/2021 | 8:56 AM CDT

Approved:

DocuSigned by:
By: **Chad Coquette**
Chad Coquette, Executive Director/CEO

Date: 6/21/2021 | 9:06 AM CDT

Athletica Sport Systems Inc.

DocuSigned by:
By: **Andrew Wende**
Andrew Wende

Title: CEO

Date: 6/21/2021 | 9:35 AM EDT



CONTRACT EXTENSION

Contract Number: 120320-ATH

Sourcewell	and	Athletica Sport Systems Inc.
202 12th Street Northeast		17200 Medina Road Suite 600
P.O. Box 219		
Staples, MN 56479		Minneapolis, Minnesota 55447
(Sourcewell)		(Vendor)

have entered into Contract Number: 120320-ATH
for the procurement of: Ice Rink and Arena Equipment with Related Supplies and Services

The Contract has an expiration date of 2025-01-08 , but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell’s Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of 2026-01-08 . All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

DocuSigned by:

C0FD2A139D06489

Authorized Signature

Jeremy Schwartz

Name

Chief Operating and Procurement Officer

Title

3/29/2024 | 8:58 AM CDT

Date

DocuSigned by:

4A6F4E0C4AE24DD

Authorized Signature

Andrew McRae

Name

CEO

Title

4/1/2024 | 9:38 AM EDT

Date

Athletica Sport Systems #120320-ATH

Pricing for contract #120320-ATH is provided at an average of 5% off to Sourcewell participating agencies.

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338



Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

December 11, 2024

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2022-135, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2025**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2023-135.

Prior to utilizing Sourcewell, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all such purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that Sourcewell or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Sourcewell's competitive bid process approval will subject to immediate revocation by the Department.

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than \$100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

If the Department can be of further assistance, please let us know.

Sincerely,

A handwritten signature in black ink, appearing to read 'RLR', with a stylized flourish at the end.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: December 16, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor Spiro N. Cheriogotis

Purpose and Scope of Project:

To approve issuance of purchase order to Emergency Equipment Professional, Inc for 3 Pierce Enforcer fire pumper trucks, with 100% pre-payment discount and trade in of 3 City ambulances and 2 City fire pumper trucks.

Amount of Contract:

\$2,850,611.00

Funding Source

General fund.

ATTACHMENTS:

1. 20251211 EEP Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 16 December 2025
Date

Item No. _____

Submitted by: Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: Spiro N. Cheriogotis
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Emergency Equipment Professional, Inc.

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Emergency Equipment Professional, Inc for 3 Pierce
Enforcer fire pumper trucks, with 100% pre-payment discount and trade in of 3 City ambulances and
2 City fire pumper trucks. General fund,

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$2,850,611.00

FUNDING SOURCE:

Budget Item: See Requisitions

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 Spiro N. Cheriogotis

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>5363</u>	2026	(1510) FIRE ADMINISTRATION	THREE PIERCE ENFORCER FIRE PUMPER TRUCKS WITH 100% PRE-PAYMENT DISCOUNT AND TRADE-IN OF THREE CITY AMBULANCES AND TWO CITY E-ONE FIRE PUMPER TRUCKS FOR MFRD (HGAC COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$2,850,611.00	(294963) <u>EMERGENCY EQUIPMENT PROFESSIONAL, INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005363-00 FY 2026 Acct No: 1000.30.15.1510.1510.1510.0000.0000.45040. Review: Buyer: Status: Released	Page 1
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 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
12/10/25	294963				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
001 TRUCK/FIRE PUMPER, AS SPECIFIED: 2028 Pierce Enforcer Pumpers 3 Extended Warranty 5-Year Custom Chassis Included **100% Pre-Payment Discount (Due by January 31, 2026) (Per Truck \$81, 919.00) (\$ 245,757.00) 3 Trade-In 3 Rescue/Ambulances (\$ 24,000.00) (VIN: 1FDUF4GT7JEB84974, 1FDUF4GT8JEC13463, 1FDUF4GT9HEE06764) 1 Trade-In 2010 E-One Pumper Engine 55 (VIN: 4EN6AAA80A1006247) (\$ 20,000.00) 1 Trade-In 2010 E-One Pumper Engine 56 (VIN: 4EN6AAA84A1006249) (\$ 20, 000.00) PROPOSAL #1175 HGAC Contract FS12-23 Vendor Item	3.00 EACH	1053456.00000	3160368.00

1 1000.30.15.1510.1510.1510.0000.0000.45040.	3160368.00
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005363-00 FY 2026 Acct No: 1000.30.15.1510.1510.1510.0000.0000.45040. Review: Buyer: Status: Released	Page 2
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/10/25	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	2851 OLD SHELL ROAD MOBILE, AL 36607			

Requisition Link

Requisition Total 3160368.00

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

Account	Amount	Remaining Budget
1000.30.15.1510.1510.1510.0000.0000.45040.	3160368.00	1407740.00
FIRE ADMINISTRATION EXP		FLEET VEHICLES

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

Activity	Date	Clerk	Comment
Approved	12/10/25	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	12/10/25	SHONNDA SMITH	
Approved	12/10/25	CHERI BOUCHER	Auto approved by: 910518244
Queued	12/10/25	DONALD ROSE	Auto approved by: 910518244
Queued	12/10/25	SANDRA LEWIS	Auto approved by: 910518244
Queued	12/10/25	STEVEN KRONINGER	Auto approved by: 910518244
Queued	12/10/25	SAMANTHA COOLEY	Auto approved by: 910518244
Queued	12/10/25	JAMES NEESE	Auto approved by: 910518244
Queued	12/10/25	PATRICIA KENNEDY-JONES	Auto approved by: 910518244
Queued	12/10/25	REBECCA CRUMPLER	Auto approved by: 910518244
Queued	12/10/25	ANNE FOLEY	Auto approved by: 910518244
Queued	12/10/25	JOHN PAINE	Auto approved by: 910518244

Authorized By: _____ Date: _____
Signature



Equipment Proposal

Proposal # 1175

This Equipment Proposal (the "Proposal") has been prepared by Emergency Equipment Professionals, Inc. ("Company") in response to the undersigned Customer's request for a proposal. This Proposal is comprised of the special terms set forth below, the Proposal Option List, Warranty, and Company's Purchasing Terms and Conditions. Through its signature below or other Acceptance (as defined below), Customer acknowledges having received, read and being bound by this Proposal, all attachments and Company's Purchasing Terms and Conditions.

Proposal Date: November 23, 2025

Customer: City of Mobile, AL

Customer Address: 205 Government Street Mobile, AL

Qty	Product Description & Options	Price
3	2028 Pierce Enforcer Pumpers (Per Truck \$1,053,456.00)	\$ 3,160,368.00
3	Extended Warranty 5-Year Custom Chassis Included	
	100% Pre-Payment Discount (Due by January 31, 2026) (Per Truck \$81,919.00)	(\$ 245,757.00)
3	Trade-In 3 Rescue/Ambulances (VIN: 1FDUF4GT7JEB84974, 1FDUF4GT8JEC13463, 1FDUF4GT9HEE06764)	(\$ 24,000.00)
1	Trade-In 2010 E-One Pumper Engine 55 (VIN: 4EN6AAA80A1006247)	(\$ 20,000.00)
1	Trade-In 2010 E-One Pumper Engine 56 (VIN: 4EN6AAA84A1006249)	(\$ 20,000.00)
	HGAC Contract FS12-23	
Total:		\$ 2,850,611.00

Delivery Timing: The Product described above in the Product Description and Options Section of this document will be built by and shipped from the manufacturer approximately 24 (months) after Company receives Customer's acceptance of this Proposal as defined below, subject to market and production conditions, Force Majeure, delays from the chassis manufacturer, changes to Order Specifications, or any other circumstances or cause beyond Company's or manufacturer's control.

Other: Delivery to be made to the City of Mobile Fleet Department

Unless accepted within 30 days from date of proposal, the right is reserved to withdraw this proposal.

ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN COMPANY AND CUSTOMER. "ACCEPTANCE" MEANS THAT CUSTOMER DELIVERS TO COMPANY: (A) A PROPOSAL SIGNED BY AN AUTHORIZED REPRESENTATIVE, OR (B) A PURCHASE ORDER INCORPORATING THIS PROPOSAL, WHICH IS DULY APPROVED, TO THE EXTENT APPLICABLE, BY CUSTOMER'S GOVERNING BOARD. ACCEPTANCE OF THIS PROPOSAL IS EXPRESSLY LIMITED TO THE TERMS CONTAINED IN THIS PROPOSAL AND COMPANY'S PURCHASING TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and Company have each caused this Proposal to be executed by their duly authorized representatives as of date of the last signature below.

Customer: City of Mobile, AL

Emergency Equipment Professionals, Inc.

By: _____

By: Douglas O. Akin

Title: _____

Title: Authorized Sales Representative

Print: _____

Print: Douglas O. Akin

Date: _____

Date: 11/25/2025



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract
No.:

FS12-23

Date
Prepared:

11/17/2025

Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract. As needed, delivery updates will be provided as soon as possible.

Buying Agency:	City of Mobile, AL	Contractor:	Emergency Equipemnt Professionals
Contact Person:	John Paine	Prepared By:	Tucker Kuntz
Phone:	251-208-7434	Phone:	662-280-4729
Fax:	251-208-7430	Fax:	661-342-7251
Email:	paine@cityofmobile.org	Email:	tkuntz@eeproinc.com

Product Description	23P-105	November 2025 Pricing	Enforcer 750 Tank, 1500 pump 1023
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract:	\$974,002.00
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B. Published Options - Itemize below - Attach additional sheet(s) if necessary.

(Note: Published Options are "manufacturer standard options" which were submitted and priced in Contractor's proposal.)

Description	Cost	Description	Cost
200 - Additional Air Tanks	\$574.00	279 - Handrail with LED Lighting Cab or body per 2 (qty 4)	\$1,696.00
230 - 75 gallon fuel tank	\$2,185.00	326 - Spare 12 volt power (each) (qty 4)	\$892.00
241 - Add Extended Bumper	\$3,440.00	369 - Camera System Rear	\$1,294.00
243 - Bumper tray with cover	\$1,426.00	387 - Kussmaul Charger	\$2,729.00
251 - Line-X Type Bumper Coating front or rear	\$906.00	Subtotal From Additional Sheet(s):	
271 - Electric Windows	\$3,119.00	Subtotal B:	\$134,448.00

C. Customization Category Totals - Itemize below / Attach additional sheet(s) if necessary.

(Note: Customization options are "manufacturer non-standard options" which were submitted and priced in Contractors's proposal.)

Description	Cost	Description	Cost
Custom Map Box	\$1,300.00		
Reduce Water Tank from 750 gal to 500 gal	-\$3,000.00	Subtotal From Additional Sheet(s):	
		Subtotal C:	-\$1,700.00

Check: Total cost of Customization Categories (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	0%
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D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	3	X Subtotal of A + B + C:	\$1,106,750.00	=	Subtotal D:	\$3,320,250.00
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E. H-GAC Order Processing Charge (Amount Per Current Policy)	Subtotal E:	\$2,000.00
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F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
Multiple Unit Discount (3 Units)	-\$161,882.00	Trade-In (2 E-One Pumpers, Engine 55 & 56)	-\$40,000.00
Prepay Discount (3 Units)	-\$245,757.00	Trade-In (3 Ambulances)	-\$24,000.00
		Subtotal F:	-\$471,639.00

Delivery Date:	November 2027	G. Total Purchase Price (D+E+F):	\$2,850,611.00
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Respondent: Pierce				
Code or Part No.	Quantity	Option Description	November 2025 Published Pricing	Customization
162	1	upgrade to 27,000# rear axle	\$7,996.00	
258	1	Extended Cab	\$8,163.00	
389	1	Kussmaul Pump plus	\$3,979.00	
397	1	Auto-eject 20 amp	\$979.00	
420	2	12 volt LED Scene - A	\$3,854.00	
421	5	12 volt LED Scene - B	\$10,980.00	
484	1	Tail Board Upgrade Package	\$3,054.00	
447	1	Add Right High Side Compartments	\$5,769.00	
591	1	Ladder Storage next to tank	\$9,986.00	
541	2	trough - hard suction (each)	\$4,882.00	
542	2	hard suction hose (each)	\$3,640.00	
521	1	Swing-out tool board	\$3,501.00	
533	2	Compartment Partition	\$1,110.00	
610	1	Increase Pump from 1250 to 1500 gpm	\$9,084.00	
619	1	add pump anodes (pair)	\$534.00	
620	1	add 2.5" suction inlet	\$2,178.00	
626	1	1.5" discharge	\$3,327.00	
627	1	2.5" Discharge	\$4,598.00	
631	1	1.5" discharge front bumper	\$3,378.00	
635	1	Extenda-gun	\$9,518.00	
652	1	Hose Reel, above pump w/ 150' Hose	\$5,513.00	
655	1	Akron 3096-95 gpm Single Agent System	\$10,164.00	
			\$0.00	
		Base Bid	\$974,002.00	
		Published Options	\$116,187.00	
		Total Published Options	\$1,090,189.00	
		Unpublished Options	\$0.00	0%
		Total Options w/o HGAC Fee	\$1,090,189.00	

Fire Apparatus and Related Vehicles

Contract Information

Contract Number

FS12-23

Effective Dates

12/01/2023 - 11/30/2027

Contract Details

These contracts cover a variety of manufacturers, and include all types of apparatus such as aerials, pumpers, tankers, heavy rescues, airport crash, hazmat, command and specialty.

[View Contacts](#)[View Documents](#)[Return to Products & Services](#)

All Products



Description	Code	Manufacturer	Price	Discount
aluminum flatbed, aluminum compartments, 800 gallon tank, Diesel 300 gpm pump. Emergency lighting packag.	TB20	Nevada Pacific Services, Inc.		0%

Product Information

Product Description

Enforcer Pumper 750 tank, 1500 pump 1023

Manufacturer

Pierce

Product Code

23P-105

Contract

FS12-23 Fire Apparatus and Related Vehicles

Contract Category

General Purpose, Emergency & Autonomous Vehicles

Price

\$1,025,265.00

Discount

5%

Keyword(s)

Enforcer Pumper 750 tank

View Catalog (/media/hgacbuy/catalogs/FS12-23/Siddons-Martin-Emergency-C

Suppliers Offering This Product

Siddons-Martin Emergency Group, LLC

Jeff Doran

jdoran@siddons-martin.com (mailto:jdoran@siddons-martin.com)

Phone: 1-800-784-6806

Fax: 281-442-0850

View Authorized Dealers (/authorized-dealers?contractid=132&vendorid=123)

Siddons-Martin Emergency Group, LLC

Jeff A. Doran

jdoran@siddons-martin.com (mailto:jdoran@siddons-martin.com)

Phone: 1-800-784-6806

Fax:

[View Authorized Dealers \(/authorized-dealers?contractid=132&vendorid=123\)](/authorized-dealers?contractid=132&vendorid=123)

Contact HGACBuy

Joshua Cadoree

Joshua.Cadoree@h-gac.com (mailto:Joshua.Cadoree@h-gac.com)

Phone: 832-681-2557

Fax: 713-993-4548

[Return to Products & Services \(/products-and-services\)](/products-and-services)

[View This Contract \(/products-and-services/view-contract?contractid=132\)](/products-and-services/view-contract?contractid=132)



Authorized Dealers

Contract Number

FS12-23 - Fire Apparatus and Related Vehicles (<https://www.hgacbuy.org/products-and-services/view-contract?contractid=132>)

Supplier

Siddons-Martin Emergency Group, LLC

Name	Address	Phone Number	Contacts
Allegiance Fire & Rescue	2181 Providence Hwy Walpole, MA 02081	508-668-3112	Bill O'Conner
Atlantic Emergency Solutions, Inc.	12351 Randolph Ridge Lane Manassas, VA 20109	703-393-9911	Joseph R Pack
Churchville Fire Equipment Corp	340 Sanford Road, South Churchville, NY 14428	585-293-1688	John Alfieri
Conrad Fire Equipment	19922 W 162nd Street Olathe, KS 66062	913-780-5521	Karl Schultz
Emergency Equipment Professionals, Inc.	PO Box 1739 Southaven, MS 38671	662-280-4729	Jeff Kuntz
Fire & Safety Services, Ltd	200 Ryan Street South Plainfield, NJ 07080	800-400-8017	Dave Russell
Fire Apparatus & Equipment, Inc.	5793 W Grande Market Drive, Suite C Appleton, WI 54913	920-574-3410	Leslie Niles
Firematic Supply Company Inc.	PO Box 187 Yaphank, NY 11980	631-924-3181	Peter Hanratty

Name	Address	Phone Number	Contacts
Front Range Fire Apparatus, Ltd	7600 Miller Court Longmont, CO 80504	303-449- 9911	Duane Doucette
Glick Fire Equipment Company, Inc	350 Mill Creek Road Bird in Hand, PA 17505	717-299- 4120	Amy Sweitzer
Golden State Fire Apparatus, Inc.	7400 Reese Road Sacramento, CA 95828	916-330- 1638	Ryan Wright
Halt Fire, Inc.	50168 West Pontiac Trail, Unit 5 Wixom, MI 48393	248-669- 0800	Todd Lincoln
Hughes Fire Equipment Inc.	910 Shelley Street Springfield, OR 97477	541-747- 0072	Mike Duyck
MacQueen Emergency Group	1125 East 7th Street St Paul, MN 55106	651-645- 5726	Daniel Gage
Pierce Manufacturing Inc.	2600 American Drive Appleton, WI 54914	920-832- 3218	Carol Frank
Reliant Fire Apparatus, Inc.	880 Enterprise Drive Slinger, WI 53086	262-297- 5020	Scott Krueger
Siddons-Martin Emergency Group	1362 East Richey Road Houston, TX 77073	800-784- 6806	Pat Siddons
South Coast Fire Equipment Inc.	2020 South Baker Avenue Ontario, CA 91761	909-673- 9900	Kevin Newell
Spartan Fire and Emergency Apparatus	319 Southport Road Roebuck, SC 29376	864-582- 2376	Robert Fore
Ten-8 Fire & Safety, LLC	2904 59th Avenue East Bradenton, FL 34203	941-756- 7779	Keith Chapman

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: December 16, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor Spiro N. Cheriogotis

Purpose and Scope of Project:

To approve issuance of purchase order to Kone Inc for replacement freight-elevator gate-controller for Mobile Museum of Art

Amount of Contract:

\$18,636.00

Funding Source

Capital project Building Services Misc Repair & Improvements

ATTACHMENTS:

1. 20251208 Kone Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 16 December 2025
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
Spiro N. Cheriogotis
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 Kone Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Kone Inc for replacement freight-elevator gate-controller
for Mobile Museum of Art
Capital project Building Services Misc Repair & Improvements

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$18,636.00

FUNDING SOURCE:

Budget Item: See Requisitions

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; 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 Spiro N. Cheriogotis

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>5075</u>	2026	(3035) FACILITY MAINTENANCE	REPLACEMENT FREIGHT-ELEVATOR GATE-CONTROLLER FOR MOBILE MUSEUM OF ART (PRICE BELOW BID REQUIREMENT, OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$18,636.00	<u>(273592) KONE INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005075-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.42140. Review: Buyer: Status: Released	Page 1
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Vendor KONE INC 30604 SGT. E. I. BOOTS THOMAS SPANISH FORT, AL 36527 Tel#251-661-7522 Fax 251-661-7516	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 MECHANICAL SYSTEMS 850 OWENS STREET MOBILE, AL 36604
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/03/25	273592				FACILITY MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
----	-----------------------	-----	------------	-----------

General Notes

KONE INC. PROPOSAL (NO NUMBER) DATED 11/24/2025 FOR ELEVATOR CAR GATE CONTROLLER ADDITION TO NEW CONTROLLER AT MOBILE MUSEUM OF ART (REQ 5075). TO BE PAID UNDER C081 FOR NC-003-26. TOTAL AMOUNT TO BE PAID: \$18,636.00 APPROVED FOR R/PO PER C.HOLM

001	PER PROPOSAL (NO NUMBER) DATED 11/24/2025, TO PROVIDE ELEVATOR CAR GATE CONTROLLER ADDITION TO NEW CONTROLLER AT MOBILE MUSEUM OF ART.	1.00 EACH	18636.00000	18636.00
-----	--	--------------	-------------	----------

1	2000.80.00.0000.0000.0000.0000.42140. E C0481 .NONCONTRCT.			18636.00
---	---	--	--	----------

Ship To
 BUILDING SERVICES
 205 GOVERNMENT STREET
 5TH FL S TOWER RM 542 & 543
 MOBILE, AL 36644
 Delivery Reference
 KATIE CASSIL

Deliver To
 MECHANICAL SYSTEMS
 850 OWENS STREET
 MOBILE, AL 36604

[Requisition Link](#)

Requisition Total	18636.00
-------------------	----------

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005075-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.42140. Review: Buyer: Status: Released
---	--

Page 2

Vendor
 KONE INC
 30604 SGT. E. I. BOOTS THOMAS

SPANISH FORT, AL 36527

Tel#251-661-7522
 Fax 251-661-7516

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
 MECHANICAL SYSTEMS
 850 OWENS STREET

 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/03/25	273592				FACILITY MAINTENANCE

LN Description / Account	Qty	Unit Price	Net Price
--------------------------	-----	------------	-----------

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

Account	Amount	Remaining Budget
E C0481 .NONCONTRCT.	18636.00	14215.31

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.42140.	18636.00	1904501.89
CAPITAL IMPROVEMENTS FUND EXP MISCELLANEOUS SERVICES		

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

Activity	Date	Clerk	Comment
Approved	12/04/25	CARLEEN STOUT	Auto approved by: 910520760
Approved	12/04/25	CHAD HOLM	
Approved	12/04/25	BRENDA RHODES	
Approved	12/04/25	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	12/04/25	RELYA MALLORY	Auto approved by: 910511034
Queued	12/04/25	DONALD ROSE	Auto approved by: 910511034
Queued	12/04/25	SANDRA LEWIS	Auto approved by: 910511034
Queued	12/04/25	STEVEN KRONINGER	Auto approved by: 910511034
Queued	12/04/25	SAMANTHA COOLEY	Auto approved by: 910511034
Queued	12/04/25	JAMES NEESE	Auto approved by: 910511034
Queued	12/04/25	PATRICIA KENNEDY-JONES	Auto approved by: 910511034
Queued	12/04/25	ANNE FOLEY	Auto approved by: 910511034
Queued	12/04/25	JOHN PAINE	Auto approved by: 910511034

Authorized By: _____ Date: _____
 Signature

KONE

A global leader in elevators, escalators, and people flow solutions

KONE designs and delivers elevators, escalators, and moving walks and ramps — along with modernization and maintenance services — to keep people moving safely and smoothly. With a focus on innovation, sustainability, and user experience, KONE helps make urban life flow better.

Behind the scenes, KONE Service Technicians work to ensure elevators and escalators are dependable, efficient, and ready to meet the demands of daily life.



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](#)
[Real Estate](#)
[Private Equity](#)

Public Sector

-  K-12 Education
-  Higher Education
-  State & Local Government

With a nationwide team of dedicated vertical transportation professionals, KONE can assist with all your service, repair and modernization needs, available through OMNIA Partners competitively solicited and publicly awarded cooperative contracts.

- **Elevator, Escalator, Chairlift and Platform Lift Maintenance & Repair and Related Services**
University of California, CA | 2019001564
- **Elevator, Escalator and Walkway Maintenance and Modernization Services and Related Solutions**
City of Kansas City, MO | EV2516

[CONTRACT DOCUMENTATION](#)
[CONTACT US](#)


KONE 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.

Elevator, Escalator, Chairlift and Platform Lift Maintenance & Repair and Related Services

University of California, CA

Contract Number: 2019001564

Initial Term: October 1, 2019 through September 30, 2024

Renewal Options: Option to renew for five (5) additional one-year periods through September 30, 2029

RENEWED THROUGH August 31, 2029

Executive Summary

- [Executive Summary](#)
- [Pricing](#)
- [Due Dilligence](#)

Master Agreement Documents

- [Official Signed Contract](#)
- [New Jersey Business Compliance](#)
- [Federal Funds Certifications](#)
- [Multiple Award Justification](#)
- [Intent to Award Letter](#)
- [Contract Amendment 1](#)
- [Contract Amendment 2](#)

Response Evaluation

- [Evaluation Documents](#)

Solicitation Process

- [Original RFP Document](#)
- [Proof of Publication](#)
- [RFP Request List](#)

Elevator, Escalator and Walkway Maintenance and Modernization Services and Related Solutions

City of Kansas City, MO

Contract Number: EV2516

Initial Term: December 1, 2018 through November 30, 2024

Renewal Options: Option to renew (5) additional one-year periods through November 30, 2029

RENEWED THROUGH November 30, 2029

Executive Summary

- [Executive Summary](#)
- [Pricing](#)
- [Due Diligence](#)

Master Agreement Documents

- [Contract EV2516](#)
- [EV2516 Terms & Conditions](#)



- EV2516 Attachment D: Scope of Services
- EV2516 Attachment F: Insurance
- EV2516 Exhibit 4
- Contract Amendment 1

Solicitation Process

- RFP EV2516
- RFP EV2516 Addendum 1
- RFP Posting Document

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



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: December 16, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

To approve issuance of purchase order to Mike Hoffman Equipment Services Inc for rental of 10,000 gal above ground fuel tank from Sep 2025-Oct 2026 for Municipal Garage.

Amount of Contract:

\$40,950.00

Funding Source

General fund.

ATTACHMENTS:

1. 20251210 Hoffman Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 16 December 2025 Date Item No. _____

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

Sponsored by: Spiro N. Cheriogotis 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 Mike Hoffman Equipment Services, Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Mike Hoffman Equipment Services Inc for rental of 10,000
gal above ground fuel tank from Sep 2025-Oct 2026 for Municipal Garage.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$40,950.00

FUNDING SOURCE:

Budget Item: See Requisitions 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 5908

How many bidders received bid packages (if applicable): 9+ web

How many bidders submitted bids (if applicable): 3

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

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>4852</u>	2026	(2050) FLEET MANAGEMENT-GARAGE	RENTAL OF 10,000 GAL ABOVE GROUND FUEL TANK FOR MUNICIPAL GARAGE SEP 2025-OCT 2026 (SEALED BID 5908)	\$40,950.00	<u>(85814) MIKE HOFFMAN EQUIPMENT SERVICES INC</u>

Adopted:

City Clerk

Bill To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG	Requisition 00004852-00 FY 2026 Acct No: 1000.40.20.2070.2050.2070.0000.0000.42140. Review: Buyer: 9105paij Status: Approved
--	---

Page 1

Vendor MIKE HOFFMAN EQUIPMENT SERVICES INC 4109 HALLS MILL RD MOBILE, AL 36693 Tel#251-666-8994 Fax 251-661-9558	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/28/25	085814				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
001 RENTAL AS PER FOLLOWS:	13.00	3150.00000	40950.00
	EACH		

Additional Description Notes

MONTHLY RENTAL OF 10K GASOLINE FUEL TANK WITH, PUMP, PULSE OUTPUT FOR
 FUELMASER UNIT AND NOZZLE SWITCH
 DATES: SEPTEMBER 11,2025-OCTOBER 11, 2026

AS PER CITY OF MOBILE BID #5908 AND YOUR QUOTE
 Inventory Item/Loc 12448

1 1000.40.20.2070.2050.2070.0000.0000.42140.	40950.00
--	----------

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

Deliver To
 MUNICIPAL GARAGE ATTN: SEAN
 770 GAYLE STREET
 MOBILE, AL 36604

[Requisition Link](#)

Requisition Total	40950.00
-------------------	----------

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

BID TABULATION FOR BID# 5908 FOR
RENTAL OF STEEL 10,000 GALLON CAPACITY DOUBLE-WALL TANK FOR
STORAGE OF AND DISPENSING OF UNLEADED GASOLINE

	MIKE HOFFMAN'S EQUIPMENT SERVICE INC	MIKE HOFFMAN'S EQUIPMENT SERVICE INC	SPATCO ENERGY SOLUTIONS
DIRECT SALE OF TANK	\$142,568.00	\$136, 991.36	\$75,340.00
MONTHLY RENTAL OF TANK	\$3,150.00	\$3,250.00	--
DELIVERY & SET UP	--	--	--
REMOVAL OF TANK	--	--	--

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 Bid this tank two ways: 1. Direct sale and installation to the City. 2. Monthly rental of tank with delivery and set-up price along with price to remove tank when City no longer wants tank. City will decide which option is in its best interest. OPTIONS 1. Direct sale of tank and installation. Include freight, crane rental, installation, and hookup \$ _____ TOTAL 2. Monthly rental of tank \$ _____/month Delivery and set up of tank to include freight, crane rental, setting and hooking up rental tank \$ _____ Removal to include disconnect, crane rental removal and transporting of tank. \$ _____ The City will decide which is the better deal. To view location, contact Charles Sumrall at 251-422-1609 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.					
			TOTAL			

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 3 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. CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal. If you have any questions, please contact purchasing@cityofmobile.org.					
			TOTAL			

Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.

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.

FLEET MANAGEMENT

CITY OF MOBILE

770 GAYLE ST MOBILE, AL 36604

BID PROPOSAL FOR 10,000-GAL GASOLINE RENTAL TANK WITH PUMP

THE CITY OF MOBILE IS SEEKING A BID PROPOSAL TO RENT OR PURCHASE A STEEL 10,000-GALLON ABOVE-GROUND GASOLINE TANK.

PROPOSAL FOR SHORT TERM 12-24 MONTH RENTAL:

1. MUST BE A STEEL 10,000 GALLON DOUBLE WALL FUEL TANK
2. MUST HAVE REMOTE FILL ATTACHED TO FUEL TANK TRUCKS WITH PUMPS USED
3. MUST HAVE PUMP, DISPENSER AND METER WITH PULSE OUTPUT
4. MUST BE ABLE TO ATTACH TO CURRENT PLUMBING IN PLACE
5. MUST BE ABLE TO HOOK TO CURRENT FUEL MONITORING SYSTEMS (FUELMaster LIVE AND CENTERON)
6. MUST BE ABLE TO INSTALL THE TANK BETWEEN EXISTING CONTAINMENT WALL WITH A SPILL CONTROLL UNDER THE TANK TO PREVENT SPILLAGE

RELATED WORK: Labor, Material and outside services for electrical and concrete work must be included in your pricing.



PROCUREMENT DEPARTMENT

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

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

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

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

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

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

Be sure to sign your bid!

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

(Request First Delivery)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: December 16, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor Spiro N. Cheriogotis

Purpose and Scope of Project:

To approve issuance of purchase order to Southern Emergency & Rescue Vehicle Sales LLC for 3 American Emergency Vehicles Traumahawk 148inch X-series ambulances on Ford F450 chassis for MFRD.

Amount of Contract:

\$1,080,850.35

Funding Source

General fund.

ATTACHMENTS:

1. 20251205 SERVS Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 16 December 2025 Item No. _____
Date

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

Sponsored by: Spiro N. Cheriogotis 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 3
American Emergency Vehicles Traumahawk 148inch X-series ambulances on Ford F450 chassis for
MFRD. General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$1,080,850.35

FUNDING SOURCE:

Budget Item: See Requisitions 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 Spiro N. Cheriogotis

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>4417</u>	2026	(1510) FIRE ADMINISTRATION	THREE AMERICAN EMERGENCY VEHICLES TRAUMAHAWK 148IN X SERIES AMBULANCES ON FORD F450 CHASSIS FOR MFRD (HGAC COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$1,080,850.35	(298972) <u>SOUTHERN EMERGENCY & RESCUE VEHICLE SALES LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004417-00 FY 2026 Acct No: 6120.70.15.0000.0000.1510.0000.0000.45040. Review: Buyer: 9105paij 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 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
11/17/25	298972				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
001 AMBULANCE/RESCUE VEHICLE: HGAC AM 10-23 AEV TraumaHawk 148" X-Series Ambulance; Quote No: 10090-0003 Job/Order No: 250F32806-32808GXA TYPE I: 14896-T1XF F450 148-54 Ford X Top Level GENERAL: GEN_INFO X *****BID STANDARDS***** CHASSIS: F-148_X **X__F-Series 84ca CHASSIS***** CONVERSION: 14896-T1FX 148 x 96 T-1 Ford X-Series, Conversion 3 BASE: 14896-T1XB 148 x 96 T-1 Ford X Base Vendor Item	3.00 EACH	360283.45000	1080850.35

1 6120.70.15.0000.0000.1510.0000.0000.45040.	1080850.35
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004417-00 FY 2026 Acct No: 6120.70.15.0000.0000.1510.0000.0000.45040. Review: Buyer: 9105paij 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 SALFIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/17/25	298972				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
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Requisition Total	1080850.35
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
6120.70.15.0000.0000.1510.0000.0000.45040.	1080850.35	3020800.25
EMERGENCY MEDICAL SVCS EXP	FLEET VEHICLES	

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

Activity	Date	Clerk	Comment
Approved	11/17/25	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	11/17/25	SHONNDA SMITH	
Approved	11/17/25	CHERI BOUCHER	Auto approved by: 910518244
Queued	11/17/25	DONALD ROSE	Auto approved by: 910518244
Queued	11/17/25	SANDRA LEWIS	Auto approved by: 910518244
Queued	11/17/25	STEVEN KRONINGER	Auto approved by: 910518244
Queued	11/17/25	SAMANTHA COOLEY	Auto approved by: 910518244
Queued	11/17/25	JAMES NEESE	Auto approved by: 910518244
Queued	11/17/25	ANNE FOLEY	Auto approved by: 910518244
Queued	11/17/25	JOHN PAINE	Auto approved by: 910518244

Authorized By: _____ Date: _____

Signature



CONTRACT PRICING WORKSHEET

For MOTOR VEHICLES Only

Contract
No.:

AM10-23

Date
Prepared:

11/4/2025

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Mobile	Contractor:	Professional Ambulance Sales & Service dba SERVS
Contact Person:	John Paine	Prepared By:	Bree D'Ottavio
Phone:	(251) 208-7434	Phone:	(469) 732-6525
Fax:	(251) 208-7430	Fax:	
Email:	paine@cityofmobile.org	Email:	bree.d@servsllc.com

Product Code:	Traum148"X	Description:	AEV TraumaHawk 148" X-Series Ambulance
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 310417

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.

(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Aluminum Wheels Ford F450 19.5" Aftermarket Installed	2854.81	Rear Load Lights: (2) LED-24, Whelen 900	599.1
Body, Mod: Ford, 148" x 95" x 72" Interior HR 6" Body Dr	494.8	Whelen Dominator 8 LINZ6	1398.3
Tire Valve Extensions, S/S Braided, PR Dual Rear Wheel	63.06	Cam Sys-Four White Backup, Interior bullet, R/L Turn	1783
A/C Condenser Pan Mount: Install Bracket (Front Module)	836.8	A/C Compressor, 2nd A/C installed by 3rd party	4843.72
Condenser, ACC, 12V: Front of Body, Dual Fan, CONC-A	257.1	Activ Tek induct 500-12V UV Light w/ Ozone	1067.22
Stop/Tail Whelen 600 Series, SLED, Pair, Max Populated	242.55	Shore Line Inlet: 20A Super Auto-Eject, ILOS	384.44
Back up, Whelen 600 Series, SLED, Pair, Max Populated	566.35	EZ Reach Double Doors ALS 1/2 LOS	130.98
Underbody Ground Lights; (4) Underbody LED Whelen 2"	195.25	Defibrillator Bracket: Ferno D360 Surface, Swivel Zoll-Z	1911.29
Light, Cmp: Whelen Strip-Lite #PSC0CDCR (6) Diode x7	432.95		
Turn, Whelen 600 Series SLED, Pair Horizontal w/ arrow	220.72		
Left Scene Lights: (2) LED-24, Whelen 900	599.1	Subtotal From Additional Sheet(s):	4906.8
Right Scene Lights: (2) LED-4, Whelen	599.1	Subtotal B:	24387.44

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.

(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Module Modification: Upgrade 148" to 157" Module	7354.56	Chassis Modification: Go Rhino Grill Guard #15-00-0068	3450
Graphics & Wraps: Mobile Fire/Rescue Custom Graphics	4243	Subtotal From Additional Sheet(s):	27117
		Subtotal C:	42164.56

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is:

13%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	3	X Subtotal of A + B + C:	376969	=	Subtotal D:	1130907
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E. H-GAC Order Processing Charge (Amount Per Current Policy)

Subtotal E:

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
2026 Chassis Price Increase	8760	Custom to Mod2	-15000
PrePay Discount	-43816.65		
		Subtotal F:	-50056.65

Delivery Date:

TBD

G. Total Purchase Price (D+E+F):

1080850.35

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[Bid Notices](#)
[HGACBuy How2s](#)
[Products & Services](#)
[Resources](#)


[Search](#)

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](#)
[Return to Products & Services](#)

All Products



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 GVWR, DUAL AXLE TRAILER, 7 KW GASOLINE GENERATOR WITH 25 GALLON FUEL TANK, 2 WORK STATIONS, CONFERENCE ROOM	MCC180927	Bravo Trailer		3.70%

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

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 GBENERATOR 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%
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%

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!	C28MED-33613	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 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-29466	Ford	3.70%
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 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.	MCC332998	Freightliner	3.70%

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 ACCOMMODATE 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	C40MCC303429	Freightliner	3.70%

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.

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. FOURWORKSTATIONS. 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 NETWROK 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 sytem, 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 KWI-KAZE LIGHTS, COMMAND STROBE, LED EMERGENCY LIGHTS, ROOF ACCESS LADDER, EXTERIOR WORKSTATION, SCENE LIGHTING, ELECTRIC AWNING, EXTERIOR STORAGE, EXTERIOR GRAPHICS, LEVELING SYSTEM, PERIMETER FLOOD LIGHTS, ALARM SYSTEM	MCC181436	Freightliner	3.70%
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	C22EEQ-33732	Ford	3.70%

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

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 a 24' load space all aluminum body.	C34MED24042413	Ford	3.70%
CAB CHASSIS, 39,000-LB GVWR, 330 HP,SINGLE 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, REFRIG FOR COOLING, AIRTUNE	MCC281880	Freightliner	3.70%

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

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.	C340RC022415 - 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	VCI 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 DOCKING STATIONS, 2 FAX/SCAN/PRINTER, 1 FIXED WIRELESS PREP/1 PHONE, PREWIRE 1 RADIO, 9 RADIO MODEMS. PRICE INCLUDES FEDERAL EXCISE TAX.	BATMCC331759	Freightliner	3.70%
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-Houston, LLC	5%
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. BRED W/IDM FOR CUSTOMER SUPPLIER	SS23EEQ-CC	Ford	3.70%

12VDC ELECTRICAL SYSTEM. PREP WIRING FOR CUSTOMER SUPPLIED RADIOS.

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	BEP111-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	BEP111-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 CONDITONERS, 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 / COMMAND	Chastang Enterprises-Houston, LLC	5%
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 GURNFYD AND 1 IFF SUPPORT FOR CASUALTY REMOVAL FROM A	CF007 EPEU - FMFRGFNCY	Chastang Enterprises-	5%

DISASTER AREA	PATIENT EVACUATION	Houston, LLC	
F600 WITH 12' REFRIGERATED 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	10-75-FRV-9AF-FD	10-75	10%

F550, Front Console, LED Lighting Package		Emergency Vehicles	
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 IIIL	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%
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%
Ford F-450 Diesel 4x4 Reg Cab-108"CA w/ Steel wheels	Type I - 14' Mobile Training Unit	Frazer, Ltd.	0%
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%

Ford F-450 Diesel 4x4 Super Cab-84"CA w/ Steel wheels	Type I - 12'	Frazer, Ltd.	0%
Ford F-450 Diesel 4x4 Super Cab-84"CA w/ Steel wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Ford F-450 Gas 4x2 Crew Cab-60"CA w/ Steel wheels	First Responder (UCV) - 10'	Frazer, Ltd.	0%
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%
Ford F-450 Gas 4x2 Reg Cab-84"CA w/ AL wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Ford F-450 Gas 4x2 Reg Cab-84"CA w/ AL wheels	Type I - 12'XT	Frazer, Ltd.	0%
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%
Ford F-450 Gas 4x2 Reg Cab-84"CA w/ Steel wheels	Type I - 12'XT	Frazer, Ltd.	0%
Ford F-450 Gas 4x2 Reg Cab-84"CA w/ Steel wheels	Type I - 12' Remount	Frazer, Ltd.	0%
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%
Ford F-450 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Ford F-450 Gas 4x4 Super Cab-60"CA w/ Steel wheels	First Responder (UCV) - 10'	Frazer, Ltd.	0%
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' 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%
Ford F-550 Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	Type I - 14'	Frazer, Ltd.	0%
Ford F-550 Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	Type I - 14' Mobile Training Unit	Frazer, Ltd.	0%
Ford F-550 Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	Type I - 14'XT	Frazer, Ltd.	0%
Ford F-550 Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	Type I - 14' Remount	Frazer, Ltd.	0%
Ford F-550 Diesel 4x2 Reg Cab-84"CA w/ AL wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Ford F-550 Diesel 4x2 Reg Cab-84"CA w/ AL wheels	Type I - 12'	Frazer, Ltd.	0%
Ford F-550 Diesel 4x2 Reg Cab-84"CA w/ AL wheels	Type I - 12'XT	Frazer, Ltd.	0%
Ford F-550 Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	Type I - 12'XT	Frazer, Ltd.	0%
Ford F-550 Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	Type I - 12'	Frazer, Ltd.	0%
Ford F-550 Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Ford F-550 Diesel 4x2 Super Cab-84"CA w/ Aluminum wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Ford F-550 Diesel 4x2 Super Cab-84"CA w/ Aluminum wheels	Type I - 12'	Frazer, Ltd.	0%
Ford F-550 Diesel 4x2 Super Cab-84"CA w/ Aluminum wheels	Type I - 12'XT	Frazer, Ltd.	0%
Ford F-550 Diesel 4x2 Super Cab-84"CA w/ Steel wheels	Type I - 12'XT	Frazer, Ltd.	0%
Ford F-550 Diesel 4x2 Super Cab-84"CA w/ Steel wheels	Type I - 12'	Frazer, Ltd.	0%
Ford F-550 Diesel 4x2 Super Cab-84"CA w/ Steel wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Ford F-550 Diesel 4x4 Reg Cab-108"CA w/ AL wheels	Type I - 14' Remount	Frazer, Ltd.	0%
Ford F-550 Diesel 4x4 Reg Cab-108"CA w/ AL wheels	Type I - 14' Mobile	Frazer, Ltd.	0%

	Training Unit		
Ford F-550 Diesel 4x4 Reg Cab-108"CA w/ AL wheels	Type I - 14'XT	Frazer, Ltd.	0%
Ford F-550 Diesel 4x4 Reg Cab-108"CA w/ AL wheels	Type I - 14'	Frazer, Ltd.	0%
Ford F-550 Diesel 4x4 Reg Cab-108"CA w/ Steel wheels	Type I - 14'	Frazer, Ltd.	0%
Ford F-550 Diesel 4x4 Reg Cab-108"CA w/ Steel wheels	Type I - 14'XT	Frazer, Ltd.	0%
Ford F-550 Diesel 4x4 Reg Cab-108"CA w/ Steel wheels	Type I - 14' Mobile Training Unit	Frazer, Ltd.	0%
Ford F-550 Diesel 4x4 Reg Cab-108"CA w/ Steel wheels	Type I - 14' Remount	Frazer, Ltd.	0%
Ford F-550 Diesel 4x4 Reg Cab-84"CA w/ AL wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Ford F-550 Diesel 4x4 Reg Cab-84"CA w/ AL wheels	Type I - 12'	Frazer, Ltd.	0%
Ford F-550 Diesel 4x4 Reg Cab-84"CA w/ AL wheels	Type I - 12'XT	Frazer, Ltd.	0%
Ford F-550 Diesel 4x4 Reg Cab-84"CA w/ Steel wheels	Type I - 12'XT	Frazer, Ltd.	0%
Ford F-550 Diesel 4x4 Reg Cab-84"CA w/ Steel wheels	Type I - 12'	Frazer, Ltd.	0%
Ford F-550 Diesel 4x4 Reg Cab-84"CA w/ Steel wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Ford F-550 Diesel 4x4 Super Cab-84"CA w/ Aluminum wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Ford F-550 Diesel 4x4 Super Cab-84"CA w/ Aluminum wheels	Type I - 12'	Frazer, Ltd.	0%
Ford F-550 Diesel 4x4 Super Cab-84"CA w/ Aluminum wheels	Type I - 12'XT	Frazer, Ltd.	0%
Ford F-550 Diesel 4x4 Super Cab-84"CA w/ Steel wheels	Type I - 12'XT	Frazer, Ltd.	0%
Ford F-550 Diesel 4x4 Super Cab-84"CA w/ Steel wheels	Type I - 12'	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: December 16, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor Spiro N. Cheriogotis

Purpose and Scope of Project:

To approve issuance of purchase order to UMS Metal Fabricators, Inc for 12 8ft stainless steel baggage tables for Cruise Terminal.

Amount of Contract:

\$66,000.00

Funding Source

Capital - Cruise Terminal Equipment & Maintenance

ATTACHMENTS:

1. 20251211 UMS Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 16 December 2025
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
Spiro N. Cheriogotis
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 UMS Metal Fabricators, Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to UMS Metal Fabricators, Inc for 12 8ft stainless steel
baggage tables for Cruise Terminal.
Capital - Cruise Terminal Equipment & Maintenance

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$66,000.00

FUNDING SOURCE:

Budget Item: See Requisitions

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 6011.

How many bidders received bid packages (if applicable): 15 + web

How many bidders submitted bids (if applicable): 2

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

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>2549</u>	2026	(F6020) CRUISE TERMINAL	12 8FT STAINLESS STEEL BAGGAGE TABLES FOR CRUISE TERMINAL (SEALED BID 6011)	\$66,000.00	<u>(300105) UMS METAL FABRICATORS, INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002549-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: 9105paij Status: Approved
--	--

Page 1

Vendor UMS METAL FABRICATORS, INC 958 S. CONCEPTION ST. MOBILE, AL 36603, AL 36603 Tel#2514546258	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 DAWN.SEESE@CITYOFMOBILE.ORG Delivery Reference DAWN SEESE Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/07/25	300105				CRUISE TERMINAL

LN Description / Account	Qty	Unit Price	Net Price
001 8 FOOT STAINLESS STEEL BAGGAGE TABLE 8 FT LONG X 52 INCHES WIDE X 36 INCHES HIGH 301 STAINLESS STEEL SURFACE OVER 1 1/2" MDF WOOD BASE. STEEL LEGS WITH SCREWABLE HEIGHT ADJUSTMENT BASE ON ALL LEGS. TABLE TO BE CONSTRUCTED AS PER SPECIFICATIONS IN CITY OF MOBILE BID #6011. TABLES MAY BE DELIVERED AND BILLED AS THEY ARE COMPLETED AS PER CITY OF MOBILE BID #6011 AND YOUR QUOTE.	12.00 EACH	5500.00000	66000.00
1 2000.80.00.0000.0000.0000.0000.47010. E C0259 .CAPEQUIPMT.			66000.00

Ship To
 CRUISE TERMINAL
 201 SOUTH WATER ST
 MOBILE, AL 36602
 Delivery Reference
 DAWN SEESE

Deliver To
 CRUISE TERMINAL
 201 SOUTH WATER ST
 MOBILE, AL 36602

[Requisition Link](#)

Requisition Total

66000.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002549-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: 9105paij Status: Approved
--	--

Page 2

Vendor UMS METAL FABRICATORS, INC 958 S. CONCEPTION ST. MOBILE, AL 36603, AL 36603 Tel#2514546258	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 DAWN.SEESE@CITYOFMOBILE.ORG Delivery Reference DAWN SEESE Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/07/25	300105				CRUISE TERMINAL

LN Description / Account	Qty	Unit Price	Net Price
***** Project Ledger Summary Section *****			
Account		Amount	Remaining Budget
E C0259 .CAPEQUIPMT.		66000.00	54418.46

***** General Ledger Summary Section *****			
Account		Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.47010.		66000.00	
CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER \$5000)			

***** Approval/Conversion Info *****			
Activity	Date	Clerk	Comment
Approved	10/09/25	SCOTT COLLINS	
Approved	10/09/25	BRENDA RHODES	
Approved	10/09/25	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	10/09/25	RELYA MALLORY	Auto approved by: 910511034
Approved	12/10/25	DONALD ROSE	Auto approved by: 9105paij
Approved	12/10/25	SANDRA LEWIS	Auto approved by: 9105paij
Approved	12/10/25	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	12/10/25	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	12/10/25	ANNE FOLEY	Auto approved by: 9105paij
Approved	12/10/25	JOHN PAINE	

Authorized By: _____ Date: _____

Signature

BID TABULATION FOR BID #6011
BAGGAGE PICK UP TABLES

VENDOR	UMS FABRICATION INC	GORAM MECHANICAL
TABLE	\$5,500.00 ea.	\$10,950.00 ea.
DELIVERY	12 Weeks	4 Weeks

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: 002

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

DATE 11/07/2025	BID NO. 6011	DEPARTMENT Cruise Terminal	Commodities to be delivered F.O.B. Mobile to: To Be Specified
---------------------------	------------------------	--------------------------------------	---

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

12:01 PM, Friday, November 21, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
12 ea.	BAGGAGE PICK UP TABLES 8-Foot x 52-Inches Baggage Pick Up Tables as per the following and attached specifications. Vendor will be responsible for fabricating, delivering to, setting up and placing the tables at the Mobile Cruise Terminal. Price per table delivered and set up: \$ _____/each Time to deliver after receipt of Purchase Order: _____ Delivery, as well as price, 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.					
			TOTAL			

Page 1 of 2

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

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

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of 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 2 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. <u>CONE OF SILENCE.</u> From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request Page 3 of 3 for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal. If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org. Price to be good for a four (4) month period following award of the bid. TO BE AWARDED ALL OR NONE.					
			TOTAL			

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

TABLE SPECIFICATIONS

8-Foot Long by 52-Inches Wide

Frame to be carbon steel, sandblasted, primed, and powder-coated silver.

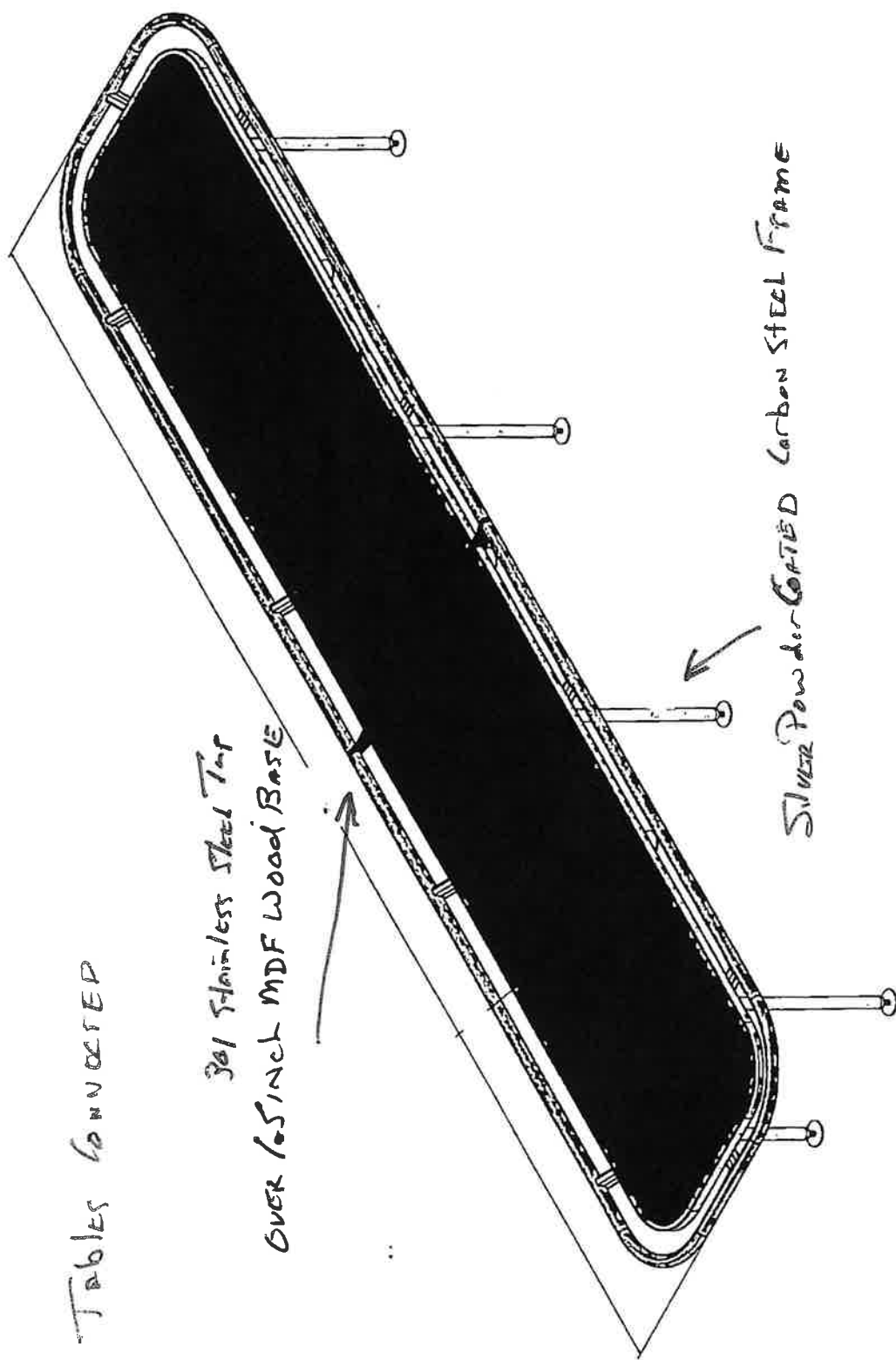
Flat surface of table to be a 301 Stainless Steel Top over a 1.5 inch MDF wood base.

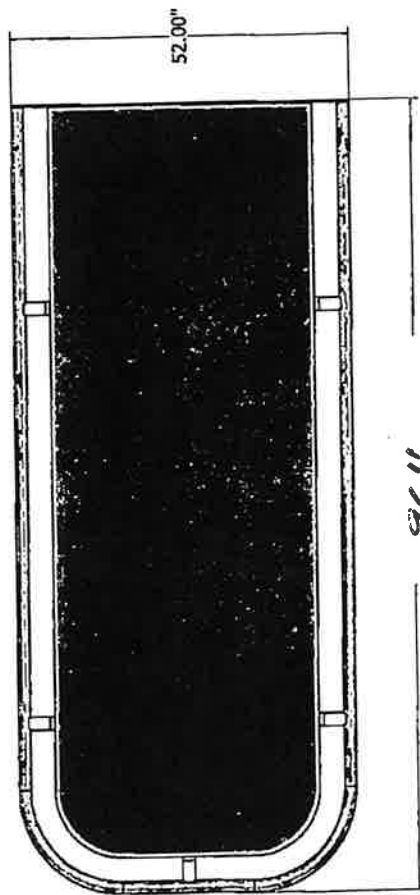
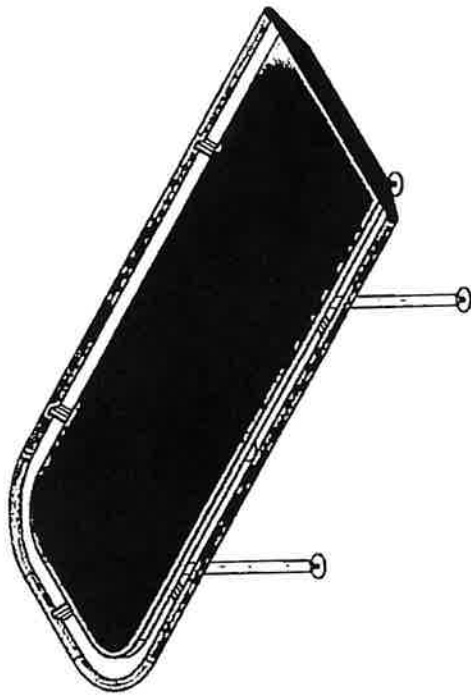
Table legs to have screw-adjustable legs.

One end of the table to be square to be able to butt-up to another to create a longer table if needed.

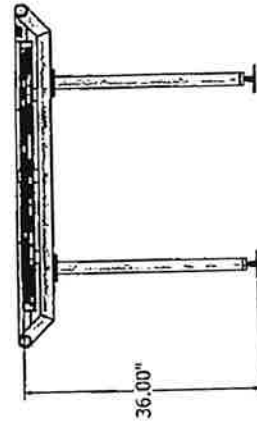
Vendor will deliver and set up tables and remove and dispose of any packing materials.

Table height to be 36 inches.





94" 8 FT. 0 IN



To have screws
non-adjustable feet







PROCUREMENT DEPARTMENT

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

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

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

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

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

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

Be sure to sign your bid!

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

(Request First Delivery)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: December 16, 2025

Submitted by:

Scott Kearney, Chief Technology Officer

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

Re-allocate \$21,724.90 in Capital Improvement Fund (2000) from Capital Project C0078 – IT Improvements & Upgrades to Capital Project F746-001 – MIT Renovations for restroom and foyer renovations in the Technology Building at 651 Church Street.

Amount of Contract:

\$21,724.90

Funding Source

Capital Project # C0078 (allocated from Cap Improv Fund)

ATTACHMENTS:

1. Resolution for Funds Transfers - C0078
2. Budget Transfer Request Form - C0078_Signed

REVIEWERS:

Scott Kearney
Scott Kearney
Brenda Rhodes
Cherlina Monteiro
James Barber

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$21,724.90 in Capital Improvement Fund (2000) be re-allocated from Capital Project C0078 – IT Improvements & Upgrades to Capital Project F746-001 – MIT Renovations for restroom and foyer renovations in the Technology Building at 651 Church Street.

Adopted:

City Clerk

BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Scott Kearney DEPT. 5000

DATE OF REQUEST: 11/21/2025

BUDGET TRANSFER: ☐ (from one project to another)

DISTRICT#: 2

REQUEST: Please transfer \$ 21,724.90

FROM CAPITAL PROJECT#: C0078 (allocated from Cap Improv Fund)

CAPITAL PROJECT NAME: IT-IMPROVEMENTS & UPGRADES

DEPT. PROJECT#: _____

TO CAPITAL PROJECT#: F746-001

PROJECT NAME: MIT RENOVATIONS

DEPT. PROJECT#: _____


Employee signature


Approval signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: December 16, 2025

Submitted by:

Scott Kearney, Chief Technology Officer

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

Reallocate \$23,275.10 in Capital Improvement Fund (2000) from Capital Project C0620 – IT Technical & Infrastructure Upgrades to Capital Project F746-001 – MIT Renovations for restroom and foyer renovations in the Technology Building at 651 Church Street.

Amount of Contract:

\$23,275.10

Funding Source

Capital Project # C0620 (allocated from Cap Improv Fund)

ATTACHMENTS:

1. Resolution for Funds Transfers - C0620
2. Budget Transfer Request Form - C0620_Signed

REVIEWERS:

Scott Kearney
Scott Kearney
Brenda Rhodes
Cherlina Monteiro
James Barber

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$23,275.10 in Capital Improvement Fund (2000) be re-allocated from Capital Project C0620 – IT Technical & Infrastructure Upgrades to Capital Project F746-001 – MIT Renovations for restroom and foyer renovations in the Technology Building at 651 Church Street.

Adopted:

City Clerk

BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Scott Kearney DEPT. 5000

DATE OF REQUEST: 11/21/2025

BUDGET TRANSFER: ☐ (from one project to another)

DISTRICT#: 2

REQUEST: Please transfer \$ 23,275.10

FROM CAPITAL PROJECT#: C0620 (allocated from Cap Improv Fund)

CAPITAL PROJECT NAME: IT TECHNICAL & INFRASTRUCT UPGRADES

DEPT. PROJECT#: _____

TO CAPITAL PROJECT#: F746-001

PROJECT NAME: MIT RENOVATIONS

DEPT. PROJECT#: _____

Scott Kearney
Employee signature

Scott Kearney
Approval signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: December 16, 2025

Submitted by:

Lance Slater, Chief Resilience Officer
Kelsi Tippery, Grants Developer

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

Authorize Professional Services contract with WSP USA, Inc. for Naturally Mobile Project, funded by GCEEC grant award; NTE \$145,350

Amount of Contract:

\$145,350

Funding Source

Gulf Coast Environmental Equity Center Grant

ATTACHMENTS:

1. RESOLUTION-Contract_with_WSP
2. Naturally Mobile Combined Contract 12012025
3. Gulf Coast Environmental Equity Center Grant-Subaward Amendment 01

REVIEWERS:

Kelsi Tippery
Kelsi Tippery
Cherlina Monteiro
James Barber

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

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 Professional Services Contract, by and between the City of Mobile and the company listed below, for work as outlined in contract attached hereto and made a part hereof as set forth in full, subject to the company signing the contract. A copy of said executed contract will be on file in the office of the City Clerk.

Name of Company: WSP USA, Inc.

Not to Exceed Cost: \$145,350.00

Adopted:

City Clerk



DESIGN PROFESSIONAL CONTRACT

NATURALLY MOBILE
CITY OF MOBILE, NATURALLY MOBILE

PROJECT NO. 2026-1500-01

ENGINEER:
WSP USA, Inc.



DESIGN PROFESSIONAL SERVICES CONTRACT

This AGREEMENT made and entered into as of the last date of execution by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **WSP USA, INC.** (hereinafter called the “ENGINEER”).

This Agreement, including its Exhibits attached hereto, all incorporated herein, represents the entire agreement between Engineer 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. Engineer and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

WHEREAS, **WSP USA, INC.** is uniquely qualified in the business of professional engineering and green infrastructure implementation.

WHEREAS, the City of Mobile desires to engage **WSP USA, INC.** 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.

CITY ENGINEER - That person designated by the CITY as CITY ENGINEER or his appointed assistants.

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this executed document and any and all exhibits and attachments comprising the written agreement between the

City of Mobile and the ENGINEER setting forth the obligations of the parties hereunder for the performance of the prescribed work.

ENGINEER - The engineering company assigned to perform engineering for this PROJECT. The engineering company so assigned to this PROJECT is **WSP USA, INC.**

NOTICE TO PROCEED - A written notice to proceed issued by the Chief Resilience Officer as set out in Section III.

PROJECT –Naturally Mobile Project, City of Mobile Project No. 2026-1500-01.

The purpose of this project is to develop materials that will educate and promote the use of green infrastructure in an initiative known as Naturally Mobile. Naturally Mobile will be the City of Mobile’s first outreach initiative related to green infrastructure. The initiative targets residents, business owners, and local officials.

II. SCOPE OF SERVICES TO BE PERFORMED

A. Under the City of Mobile’s *Naturally Mobile* initiative the Engineer will provide professional services to develop and deliver the following products:

1. **Green Infrastructure Guide and Checklist** – A comprehensive resource for Mobile residents outlining practical steps to implement green infrastructure, assess appropriate solutions for local hazards, and understand relative costs of various green infrastructure options.
2. **Green Infrastructure Practicability Assessment** – A detailed case study focused on US-90, including the design and modeling of green infrastructure installations to mitigate flood and heat risks.
3. **Public Engagement Materials** – Development of educational and outreach materials to promote understanding and adoption of green infrastructure, including social media content, presentations, audiovisual products, and a *Naturally Mobile* logo and branding package.

These services will support community education, infrastructure planning, and sustainable development within the City of Mobile.

B. The Engineer 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.

C. The Engineer agrees to diligently provide all materials, services and labor for the performance of Naturally Mobile Project (the “Project”), in accordance with the scope of services made part of

this Contract as Exhibit A, 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.

D. The Chief Resilience Officer, or his/her designated representative, shall be the City's Project Manager and shall provide specific tasking to the Engineer with respect to these services.

III. TERM OF AGREEMENT

The Services are to be performed beginning January 1, 2026 and continuing through January 1, 2027. This timeline should be flexible and adaptable in the event of any unforeseen and/or changing circumstances, by written agreement, the parties can extend said term.

IV. COMPENSATION

A. The City shall pay the Engineer for the services rendered hereunder and completed in accordance with the terms and conditions of this Contract an amount not to exceed \$145,350.00 for the entire Project in accordance with Exhibit B, Fee Schedule attached hereto and incorporated herein, upon the completion and acceptance thereof by the City or its duly authorized agent.

B. Notwithstanding the preceding, Engineer shall perform no work under this Contract until receipt of a notice to proceed. Engineer 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.

V. METHOD OF PAYMENT AND ADDITIONAL SERVICES

A. The City shall pay the Engineer through payment issued by City upon receipt of the Engineer's invoice and written approval of same by the City's project manager indicating that services have been rendered in conformity with this Contract.

B. The Engineer shall submit invoices for payment to the City for those specific services provided pursuant to Exhibit B, Fee Schedule, attached hereto and incorporated herein.

C. The Engineer's invoices shall be in a form satisfactory to the project manager who shall initiate disbursements. The Engineer is responsible for providing all necessary documentation that may be required by the City.

D. No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Engineer and the City's authorized agent.

E. If the City's project manager requires the Engineer to perform additional services related to this Contract then the Engineer 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 Engineer. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Engineer, the Engineer shall not be entitled to additional compensation.

VI. LIABILITY OF ENGINEER

The ENGINEER shall indemnify and hold harmless CITY, its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a sub-consultant or supplier that is committed by ENGINEER or the ENGINEER'S agent, ENGINEER under contract, or other entity for which ENGINEER is legally liable. ENGINEER shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by ENGINEER or its agents covered by ENGINEER'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires ENGINEER to procure and maintain professional liability insurance that satisfies the named requirements. ENGINEER shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to ENGINEER'S liability, or in proportion to the extent ENGINEER participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require ENGINEER to indemnify, hold harmless or defend the City and/or County except as permissible under §41-9A-3, Alabama Code (1975) or subsequent codifications thereof.

VII. ENGINEER'S INSURANCE.

Engineer shall procure and maintain insurance as specified in Exhibit C, City of Mobile Insurance Requirements, attached hereto and made a part of this Agreement.

VIII. RESPONSIBILITIES OF THE ENGINEER

A. The personnel assigned by the Engineer to perform the services of this Contract shall comply with the terms set forth in this Contract. The Engineer shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Engineer's key personnel must receive the City's project manager's written approval before said changes or substitution can become effective.

B. The Engineer agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.

C. The Engineer warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Engineer), 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 Engineer; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.

D. Engineer agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Engineer'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 Engineer from consideration for award of future contracts in accordance with Alabama competitive bid law if the Engineer does not abide by the terms of this contract.

F. The Engineer 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 Engineer 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 Engineer's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.

H. The Engineer is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Engineer 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 Engineer's sole direction, supervision and control. The Engineer shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Engineer'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 Engineer shall be solely responsible for providing benefits and insurance to its employees.

IX. TIME FOR PERFORMANCE

The Services are to be performed as of the date of execution by and between the Parties and continuing through January 1, 2027. This timeline should be flexible and adaptable in the event of any unforeseen and/or changing circumstances, by written agreement, the parties can extend said term.

X. FORCE MAJEURE

A. The Engineer specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified specified by the City's Department Head, subject only to delays 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.

XI. OBLIGATIONS OF CITY

A. City shall designate a Department Head or other person to 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 Engineer all applicable information and technical data in City's possession or control reasonably requested by Engineer for the proper performance of the Services.

C. The City's Designated representative will do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to: 1. Review of all Engineer payment requests for approval or rejection. 2. Periodic reviews of the work of the Engineer as necessary for the completion of the Engineer's services during the period of this Agreement.

D. The City shall not provide any services to the Engineer in connection with any claim brought on behalf of or against the Engineer.

XII. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar day's written notice to the Engineer to terminate the services of the Engineer. The City shall pay to the Engineer and the Engineer 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 Engineer 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 Engineer 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 as established herein 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 Engineer and the Engineer 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 Engineer has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Engineer indicating its intention to do so. Payment for work performed prior to the Engineer's abandonment shall be as stated above. Engineer 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 Engineer shall have the right to terminate services in the event of the City failing to pay the Engineer'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 Engineer 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 Engineer's work not performed in accordance with the requirements of this Contract; 2. The quantity of the Engineer's work not delivered or performed as represented in the Engineer'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 Engineer; 5. The Engineer's failure or refusal to perform any other obligation under this Contract.

XIII. 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.

B. In the event dispute discussions are 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. Engineer 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 Engineer 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.

XIV. VENDOR WARRANTY

A. All products provided under this Contract shall be new 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 Engineer 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 Engineer shall refund to the City any money which has been paid for same.

C. Engineer warrants that the products under normal use and service will be free from material defects in materials and workmanship. In the event Engineer'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 Engineer as set out in a reasonably detailed written notice to cure any non-conformance within thirty (30) days of occurrence, Engineer agrees to re-perform the services to achieve commercially reasonable conformance with this warranty.

XV. SUSPENSION/STOP WORK ORDER

A. The City's Department Head may at any time, by written order to the Engineer, require the Engineer 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 Engineer. Upon receipt of such an order, the Engineer 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 Engineer 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 XII A.

B. In the event the City determines to not direct the Engineer to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XIII A. 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 Engineer to resume work within ninety (90) days, the Engineer may terminate this Contract.

XVI. NOTICES

A. The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project is Lance Slater or the Director's designated representative.

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

ENGINEER:
[insert]
c/o _____

c/o Lance Slater, Chief Resilience
Officer

As: City's Authorized Agent

P.O Box 1827

Mobile AL 36633

Engineer's Authorized Agent
[Insert Address]

C. Any change in the City's Department Head or the Engineer's Representative will be promptly communicated by the party making the change.

XVII. 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.

XVIII. 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 Engineer for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by Engineer 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 Engineer written notice of such termination. In the event of termination of this Agreement by the City because of the Engineer's default or breach, the City may take possession of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Engineer and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

XIX. WITHHOLDING PAYMENT DUE

A. Default by Engineer shall excuse any obligation of City to pay compensation or sums otherwise due Engineer under the agreement. City may withhold any and all sums due if there has been a default or breach by Engineer of any provision of this agreement.

XX. CURE PLAN

A. If Engineer fails to comply with any material provision of this agreement, the City may issue a written notice requiring Engineer to submit a corrective action plan (CAP) within such time as City directs. If Engineer 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.

XXI. 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. Engineer 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, Engineer shall implement such recommendations as directed by the City, subject to equitable adjustments if necessary.

XXII. ANTI-BOYCOTT

A. Engineer 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.

XXII. NON-DISCRIMINATION

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

XXIII. 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 Engineer employs one or more employees within the State of Alabama, Engineer shall provide documentation establishing that Engineer 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.

XXIV. 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 Engineer'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 Engineer 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 Engineer 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 Engineer 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 Engineer each bind itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this agreement. The Engineer shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the City, which such consent shall be granted or denied solely at the City's sole discretion.

U. NON-ASSIGNMENT. The City and Engineer each bind itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this agreement. The Engineer shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the City, which such consent shall be granted or denied solely at 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]

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year first written.

Engineer, WSP USA, Inc.

BY: Brenda A. Powell
Its Authorized Agent

Date: 11/19/2025

Print Name: Brenda A. Powell

ACKNOWLEDGEMENT

The State of Florida }

Leon County }

I, Renee Peck, a Notary Public, in and for said County in said State, hereby certify that Brenda A. Powell, whose name as Authorized Agent of WSP USA Inc. 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 19th day of November, 2025

(Seal)



Renee Peck
Notary Public

CITY OF MOBILE, A Municipal Corporation

BY: _____
Spiro N. Cheriogotis, Mayor

Date: _____

ATTEST:

City Clerk

Date: _____

EXHIBIT A: SCOPE OF SERVICES

EXHIBIT B: FEE SCHEDULE

EXHIBIT C: CITY INSURANCE REQUIRED

EXHIBIT D: SUBCONTRACTING AND MAJOR SUPPLIER PLAN

EXHIBIT E: E-VERIFY DOCUMENTS

Scope of Services

Project Title: Naturally Mobile

The City of Mobile's Naturally Mobile initiative will develop the following products with GCEEC funding:

- A basic guide and checklist for Mobile's residents on how they can implement green infrastructure, assess which green solutions are most practical, and the different types of green infrastructure solutions according to the unique hazards in Mobile and their relative costs;
- An example green infrastructure practicability assessment to mitigate flood and heat risks on US-90 with designs and models of green infrastructure installations along US-90;
- Public engagement materials designed to educate residents on the benefits, types, and considerations of green infrastructure, including social media posts, presentations, audiovisual materials, and a Naturally Mobile logo.

After product development, the City of Mobile will host 1-2 community meetings in each City Council district.

Project Deliverables

- A basic and easy-to-read guide and checklist for Mobile's residents on how they can implement green infrastructure, assess which green solutions are most practical, and the different types of green infrastructure solutions according to the unique hazards in Mobile and the relative cost of implementation, delivered to the City of Mobile in PDF format, Word document format, and 300 printed copies.
- A PDF green infrastructure practicability assessment for US-90 and JPEG or PNG image files of modeled green infrastructure additions along US-90.
- A collection of social media posts, flyers, presentations, and audiovisual materials focused on the benefits, types, and considerations of green infrastructure in Mobile and a Naturally Mobile logo delivered on a thumb drive.

Exhibit B: Fee Schedule

Task #	Task Name	Task Labor		Task		
		Fee	Expense Fee	Task Fee	Task Fee	
	Task 1 Green Infrastructure Guide and Checklist					
1A	Kickoff Meeting and Draft/Final Table of Contents	\$ 5,667.75	\$ 1,800.00	\$	7,467.75	
1B	Draft 1 Deliverables and Review Meetings	\$ 43,965.53		\$	43,965.53	
1C	Final Deliverables and Review Meetings	\$ 18,205.06	\$ 1,000.00	\$	19,205.06	
	Task 2 Green Infrastructure Practicability Assessment					
2A	Kick off Meeting	\$ 2,427.02		\$	2,427.02	
2B	Draft 1 Case Study Memo and Concept	\$ 20,293.57		\$	20,293.57	
2C	Final Case Study Memo and Concept	\$ 8,628.92		\$	8,628.92	
	Task 3 Public Engagement Materials & Events					
3A	Kick off Meeting	\$ 1,331.72		\$	1,331.72	
3B	Social Media Posts	\$ 7,639.16		\$	7,639.16	
3C	Presentations and Audio Visuals	\$ 10,889.85		\$	10,889.85	
3D	Naturally Mobile Logo Development	\$ 9,959.23		\$	9,959.23	
3E	Community Meetings	\$ 11,519.40	\$ 2,022.79	\$	13,542.19	
	Totals:	\$ 140,527.21	\$ 4,823	\$	145,350.00	
Assumptions:						
Task 1A includes airfare and related travel costs for one staff, and mileage for two additional (local) staff						
Tasks 2A and 3A assume up to a 2-hour virtual meeting						
Task 1C includes production expenses for up to 300 color, hard copies of a 10-page document						
Task 3B includes up to 3 social media post creations in Canva (or similar)						
Task 3C includes development of up to 2 presentations in PowerPoint						
Task 3E assumes up to 2 WSP staff to attend up to 10, 1-hour community meetings						
Task 3E includes airfare and related travel costs for one staff, and mileage for two additional (local) staff						
Task 3E assumes that the community meeting(s) locations, logistics, and coordination efforts will be performed primarily by the City						

INSURANCE 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, in a minimum amount of \$1,000,000, 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. For the duration of this Agreement, shall maintain the following minimum amount for each Project:

1. Professional Liability Insurance:

Professional Liability Insurance including design with the limits not less than \$1,000,000 per claim.

2. Workers' Compensation/Employer's Liability:

a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee

c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

3. Comprehensive General Liability Insurance:

a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed.

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.

EXHIBIT C – CITY REQUIRED INSURANCE

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

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

B. 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 shall be endorsed to name City of Mobile as an Additional Insured.
- 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.
- 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.

EXHIBIT C – CITY REQUIRED INSURANCE

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

DATE (MM/DD/YYYY)

11/19/2025

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 300 Madison Avenue 28th Floor New York NY 10017	CONTACT NAME: AJG Service Team PHONE (A/C, No, Ext): 212-994-7020 FAX (A/C, No): E-MAIL ADDRESS: GGB.WSPUS.CertRequests@ajg.com
INSURED WSP USA Inc. One Penn Plaza New York, NY 10119	INSURER(S) AFFORDING COVERAGE INSURER A: Liberty Insurance Corporation INSURER B: Zurich American Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1323762470**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
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	GLO9835819-12	5/1/2025	5/1/2026	EACH OCCURRENCE \$ 3,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 3,500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 3,500,000 GENERAL AGGREGATE \$ 14,000,000 PRODUCTS - COMP/OP AGG \$ 7,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	AS7-621-094060-035	5/1/2025	5/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 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 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	Y N/A	WA7-62D-094060-015 WA7-62D-095609-075 WC7-621-094060-915	5/1/2025 5/1/2025 5/1/2025	5/1/2026 5/1/2026 5/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

THIRTY (30) DAYS NOTICE OF CANCELLATION.
Design Professional Contract - Naturally Mobile | Client PROJECT NO. 2026-1500-01

City of Mobile is included as Additional Insured with respect to the General Liability and Automobile Liability policies as required by written agreement, pursuant to and subject to the policy's terms, definitions, conditions and exclusions. The coverage provided by the General Liability and Automobile Liability policies is primary and any other coverage shall be excess only, not contributing. Waiver of Subrogation applies to Additional Insured with respect to the General Liability, Automobile Liability and Workers Compensation / Employers Liability policies as required by written agreement, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

CERTIFICATE HOLDER**CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/19/2025

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 300 Madison Ave 28th Floor New York NY 10017	CONTACT NAME: AJG Service Team PHONE (A/C, No, Ext): 212-994-7020 E-MAIL ADDRESS: ggb.wspus.certrequests@ajg.com FAX (A/C, No):
INSURED WSP USA Inc. One Penn Plaza New York, NY 10119	INSURER(S) AFFORDING COVERAGE INSURER A: QBE Specialty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 634623580**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) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability CLAIMS-MADE			QPL0022630	11/1/2025	10/31/2026	Per Claim Aggregate \$1,000,000 \$1,000,000

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

THIRTY (30) DAYS NOTICE OF CANCELLATION.

Design Professional Contract – Naturally Mobile | Client PROJECT NO. 2026-1500-01

CERTIFICATE HOLDER**CANCELLATION**City of Mobile, AL
P.O. Box 1827
Mobile AL 36633-1827

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

AUTHORIZED REPRESENTATIVE

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

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

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

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

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

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

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

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

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



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

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

FORM 1: Background and Plan

Section I. Information about your company

Company	WSP USA Inc.
Address	One Penn Plaza, 4th Floor New York, NY 10119
Telephone	(850) 491-7329
E-Mail	brenda.powell@wsp.com

RFP/RFQ Solicitation Number	1500-02-2025
Project Description	Naturally Mobile Green Infrastructure Planning & Design
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male <u>7626</u> Female <u>4569</u> Minority <u>3712</u> Non-minority <u>8483</u> SDVO <u>79</u> Total #of Employees <u>12,195</u>

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Brenda Powell

Signature: Brenda A. Powell Date: September 30, 2025

Title: Senior Vice President

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

Name: Jeanette Kelson Title: Assistant Vice President, Project Manager

Email: jeanette.kelson@wsp.com Phone: (504) 339-2738



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

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

FORM 1: Background and Plan (Cont'd)

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

Please Print Company WSP USA Inc. Your Bid/Proposal Amount \$ TBD Date: 09 / 30 / 2025
Description Naturally Mobile Green Infrastructure Planning & Design
Name of Bidder/Proposer: WSP USA Inc.

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

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	\$\$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
Coastal Zone Engineers, LLC	(251) 341-3998	Lead for Task 4 Engagement & Outreach, and assistance with Tasks 2 and 3 (Guide and Practicability Assessment)	TBD	15%	Pending*	

*CZE's ALDOT DBE Certification is currently pending and approval is expected soon. Having worked in and around the City of Mobile for years, WSP has developed strong working relationships with other local certified DBE firms that can be called upon for inclusion in this project if needed, upon award. WSP is committed to the City of Mobile's DBE inclusion efforts.



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

NOT APPLICABLE

Form 2: Good Faith Effort Documentation

Name of Bidder: _____

Contact Person: _____ Phone _____ Email _____

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

YES (☐)	NO (☐)	Did you do these suggested areas for DBE recruitment and engagement
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.



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

NOT APPLICABLE

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

CONTRACT RECORDS:

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

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

Section 2(B)

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

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

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

Exhibit E: E-Verify Form

THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS USING A WEB SERVICES E-VERIFY EMPLOYER AGENT

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS), the WSP USA Administration Inc (Employer), and the Web Services E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the Web Services 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.

References in this MOU to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

For purposes of this MOU, the E-Verify browser refers to the website that provides direct access to the E-Verify system: <https://e-verify.uscis.gov/emp>. You may access E-Verify directly free of charge via the E-Verify browser.

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. For purposes of this MOU, references to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.
2. By enrolling in E-Verify and signing the applicable MOU, the Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations and DHS policies and procedures relating to the use of E-Verify.
3. The Employer agrees to display the following notices supplied by DHS (though the Web Services E-Verify Employer Agent) 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
4. 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.
5. The Employer agrees to 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 Web Services E-Verify Employer Agent, and will be notified by the Web Services E-Verify Employer Agent when a new version of the E-Verify User Manual becomes available.
6. 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 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 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.

7. 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.
8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - A. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.
 - B. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.
9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.
10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.
11. The Employer must use E-Verify (through its Web Services E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.
12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. 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 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. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.
13. The Employer agrees not to take any adverse action against an employee based upon the employee's

perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. Section 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. 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).
15. The Employer agrees that it will use the information it receives from E-Verify (through its Web Services 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 Personal Identification Numbers 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.
16. 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 at E-Verify@uscis.dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
17. The Employer acknowledges that the information it receives from SSA through its Web Services E-Verify Employer Agent 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.
18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, 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.
19. 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.
20. 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.
21. 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.

22. 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.

B. RESPONSIBILITIES OF THE WEB SERVICES E-VERIFY EMPLOYER AGENT

1. The Web Services E-Verify Employer Agent agrees to complete its Web Services interface no later than six months after the date the Web Services User signs this MOU. E-Verify considers your interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.
2. The Web Services E-Verify Employer Agent agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services E-Verify Employer Agents should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.
3. The Web Services E-Verify Employer Agent agrees to provide to SSA and/or DHS the names, titles, addresses, e-mail addresses, and telephone numbers of the Web Services E-Verify Employer Agent representative who will access information, as well as ensure cooperation, communication, and coordination with E-Verify. In addition, Web Services E-Verify Employer Agents must provide to SSA and/or DHS the names, titles, addresses, and telephone numbers of its clients and their staff who will access information through E-Verify. Web Services E-Verify Employer Agents must ensure the contact information is updated with SSA and DHS whenever the points of contact change.
4. The Web Services 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 manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The Web Services E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.
5. The Web Services E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
6. The Web Services E-Verify Employer Agent agrees that any of its representatives who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
 - A. The Web Services E-Verify Employer Agent agrees that all of its representatives will take the refresher tutorials initiated by E-Verify as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the Web Services E-Verify Employer Agent is a Federal contractor.
 - B. Failure to complete a refresher tutorial will prevent the Web Services E-Verify Employer Agent and Employer from continued use of E-Verify.
7. The Web Services E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The Web Services E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
8. The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.
9. The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
10. The Web Services E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
11. The Web Services E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.2 below.
12. The Web Services E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The Web Services E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Web Services E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three-day time period is not extended. In such a case, the

Web Services E-Verify Employer Agent must use the E-Verify browser during the outage.

13. The Web Services E-Verify Employer Agent agrees to ensure that all notices, referral letters and any other materials otherwise including instructions regarding tentative nonconfirmations, will be consistent with the most current E-Verify tentative nonconfirmation notices and referral letters, which are available on E-Verify's website.
14. The Web Services E-Verify Employer Agent agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services E-Verify Employer Agent understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services E-Verify Employer Agent's agreement and access with or without notice.
15. When the Web Services E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the Web Services E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.
16. If data is transmitted between the Web Services E-Verify Employer Agent and its client, then the Web Services E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the Web Services E-Verify Employer Agent.
17. The Web Services E-Verify Employer Agent 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 at . Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
18. The Web Services E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the Web Services E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.
 - A. The Web Services E-Verify Employer Agent agrees to cooperate with DHS if DHS requests information about the Web Services E-Verify Employer Agent's interface, including requests by DHS to view the actual interface operated by the Web Services E-Verify Employer Agent as well as related business documents. The Web Services E-Verify Employer Agent agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.
 - B. The Web Services E-Verify Employer Agent agrees to demonstrate, if requested by DHS, that it has provided training to its clients that meets E-Verify standards. Training programs must provide a focused study of the topics covered in the E-Verify User Manual and pertinent Supplemental Guides. Furthermore, training programs and materials must be updated as E-Verify changes occur. The Web Services E-Verify Employer Agent is encouraged to incorporate information from existing E-Verify materials, including the Enrollment Quick Reference Guide, the E-Verify Employer Agent Client Handbook (formerly known as the Designated Agent Client Handbook), and existing tutorials and manuals into their training program. E-Verify also encourages the Web Services E-Verify Employer Agent to supervise first-time use of the E-Verify browser or Web Services interface by its staff and Employer clients as part of any training program. The Web Services E-Verify Employer Agent agrees to submit its training program materials to DHS for review upon request.

Failure to provide adequate training could, in some instances, lead to penalties as described in Article V.F.1. of this MOU.

19. The Web Services E-Verify Employer Agent 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 Web Services E-Verify Employer Agent 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 Web Services E-Verify Employer Agent services and any claim to that effect is false.
20. The Web Services E-Verify Employer Agent 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.
21. The Web Services 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 Web Services 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.

22. The Web Services E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Web Services 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 Web Services E-Verify Employer Agent shall ensure that the Web Services E-Verify Employer Agent and the Employers it represents carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The Web Services E-Verify Employer Agent should instruct the client to keep the Web Services E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the Web Services 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,

- ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- F. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.
- Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.
- G. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.
3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. Section 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:
 - A. Automated verification checks on alien employees by electronic means, and
 - B. Photo verification checks (when available) on employees.
2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as 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. DHS 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 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. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - A. Scanning and uploading the document, or
 - B. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV

SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer or the Web Services E-Verify Employer Agent for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

SYSTEM SECURITY AND MAINTENANCE

A. DEVELOPMENT REQUIREMENTS

1. Software developed by Web Services E-Verify Employer Agents must comply with federally-mandated information security policies and industry security standards to include but not limited to:
2. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.
3. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.
4. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).
5. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology - Security Techniques - Code of Practice for Information Security Management.
6. The Web Services E-Verify Employer Agent agrees to update its Web Services interface to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form of an Interface Control Agreement (ICA). The Web Services E-Verify Employer Agent agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.
7. The Web Services E-Verify Employer Agent agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.

8. The Web Services E-Verify Employer Agent acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services User of the system update, then the Web Services User's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services User. The Web Services E-Verify Employer Agent also acknowledges that DHS may suspend the Web Services User's account after the six-month period has elapsed.
9. The Web Services E-Verify Employer Agent agrees to incorporate error handling logic into its development or software to accommodate and act in a timely fashion should an error code be returned.
10. The Web Services E-Verify Employer Agent agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services E-Verify Employer Agent and DHS.
11. DHS will not reimburse any Web Services E-Verify Employer Agent or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.
12. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.
13. If the Web Services E-Verify Employer Agent includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

B. INFORMATION SECURITY REQUIREMENTS

Web Services E-Verify Employer Agents performing verification services under this MOU must ensure that information that is shared between the Web Services E-Verify Employer Agent and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services E-Verify Employer Agent agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web Services E-Verify Employer Agent and its clients;
2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;
3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;
4. Conduct security awareness training to inform the Web Services E-Verify Employer Agent's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;
5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;
6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;
7. Implement procedures for detecting, reporting, and responding to security incidents;
8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;
9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].
10. DHS reserves the right to restrict Web Services calls from certain IP addresses.
11. DHS reserves the right to audit the Web Services E-Verify Employer Agent's application.
12. Web Services E-Verify Employer Agents and Software Developers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the

software.

C. DATA PROTECTION AND PRIVACY REQUIREMENTS

1. Web Services E-Verify Employer Agents must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.
2. In accordance with DHS standards, the Web Services E-Verify Employer Agent agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.
3. Any data transmission requiring encryption shall comply with the following standards:
 - A. Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
 - B. NSA Type 2 or Type 1 encryption.
4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services E-Verify Employer Agent representatives identified above.
5. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services E-Verify Employer Agents whose interfaces do not support the Form I-9 from 2/2/2009 or 8/7/2009 should also use the E-Verify browser until the system upgrade is completed.
6. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system within six months from the date DHS notifies the Web Services E-Verify Employer Agent of the system update. The Web Services E-Verify Employer Agent can resume use of its interface once it is up-to-date, unless the Web Services E-Verify Employer Agent has been suspended or terminated from continued use of the system.

D. COMMUNICATIONS

1. Web Services E-Verify Employer Agents and Software Developers agree to develop an electronic system that is not subject to any agreement that would restrict access to and use of by an agency of the United States.
2. The Web Services E-Verify Employer Agent agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.
3. The Web Services E-Verify Employer Agent agrees to develop an inspection and quality assurance program that regularly, at least once per year, evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services E-Verify Employer Agent agrees to share the results of its regular inspection and quality assurance program with DHS upon request.
4. The Web Services E-Verify Employer Agent agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, etc.
5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.
6. Suspected and confirmed information security breaches must be reported to DHS according to Article II.A.17. Reporting such breaches does not relieve the Web Services E-Verify Employer Agent from further requirements as directed by state and local law. The Web Services E-Verify Employer Agent is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

E. SOFTWARE DEVELOPER RESTRICTIONS

1. The Web Services E-Verify Employer Agent agrees that if it develops a Web Services interface and sells such interface, then it can be held liable for any misuse by the company that purchases the interface. It is the responsibility of the Web Services E-Verify Employer Agent to ensure that its interface is used in accordance with E-Verify policies and procedures.

2. The Web Services E-Verify Employer Agent agrees to provide software updates to each client who purchases its software. Because of the frequency Web Services updates, an ongoing relationship between the software developer and the client is necessary.
3. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.
4. Web Services Software Developers pursuing software development independent of serving clients as a Web Services E-Verify Employer Agent are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services E-Verify Employer Agent or Web Services Employer.

F. PENALTIES

1. The Web Services E-Verify Employer Agent agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.
2. DHS is not liable for any financial losses to Web Services E-Verify Employer Agent, its clients, or any other party as a result of your account suspension or termination.

ARTICLE VI

MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Web Services E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the Web Services E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice. The Web Services E-Verify Employer Agent may not refuse to terminate the Employer based upon an outstanding bill for verification services.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services E-Verify Employer Agent's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Web Services E-Verify Employer Agent or Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. A Web Services E-Verify Employer Agent for an Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Web Services E-Verify Employer Agent must provide written notice to DHS. If the Web Services E-Verify Employer Agent 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 Web Services E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services E-Verify Employer Agent or the Employer is terminated from E-Verify.

ARTICLE VII

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 Web Services E-Verify Employer Agent, its agents, officers, or employees.

- C. The Web Services E-Verify Employer Agent 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 Web Services E-Verify Employer Agent or 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 Web Services E-Verify Employer Agent or the Employer.
- E. The Web Services E-Verify Employer Agent 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 Web Services E-Verify Employer Agent and DHS respectively. The Web Services E-Verify Employer Agent understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Web Services E-Verify Employer Agent, as the case may be, 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. WSP USA Administration Inc (Employer) hereby designates and appoints Jasmine Tirado (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.

Company ID Number:19959

Client Company ID Number:568440

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer	
WSP USA Administration Inc.	
Name (Please Type or Print)	Title
Maleka Davis	HRIS Director
Signature	Date
Davis, Maleka (DavisM) Digitally signed by Davis, Maleka (DavisM) DN: cn=Davis, Maleka (DavisM), ou=Active, email=Maleka.Davis@wsp.com Date: 2021.11.01 13:20:20 -04'00'	11/1/2021
E-Verify Employer Agent	
TALX Corporation	
Name (Please Type or Print)	Title
Jasmine Tirado	
Signature	Date
Electronically Signed	October 05, 2021
Department of Homeland Security - Verification Division	
Name	Title
Janet Clark	Supervisor Management & Program Ana
Signature	Date
<i>Janet Clark</i>	11/04/2021

Company ID Number:19959

Client Company ID Number:568440

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	WSP USA Administration Inc
Company Facility Address	One Penn Plaza 2nd Floor New York, NY 10119
Company Alternate Address	
County or Parish	New York
Employer Identification Number	91-0852417
North American Industry Classification Systems Code	Professional, Scientific, And Technical Services (541)
Parent Company	
Number of Employees	5,000 to 9,999
Number of Sites Verified for	0

Company ID Number:19959

Client Company ID Number:568440

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

Company ID Number:19959

Client Company ID Number:568440

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Maleka Davis
Phone Number	(212) 465-5491
Fax Number	
Email Address	davism@pbworld.com

APPROVAL & SUMMARY FOR GRANT CONTRACTS
AGENDA NOT REQUIRED

PROJECT TITLE: Gulf Coast Environmental Equity Center Grant-Subaward Amendment 01

FUNDING SOURCE NAME & AWARD NUMBER: Subaward #A24-0005-S004

CFDA/CSFA NUMBER: _____

NAME OF APPLICANT OR DEPARTMENT: City of Mobile

PROJECT DESCRIPTION/SUMMARY: The City will develop three products under the new initiative
Naturally Mobile: green infrastructure educational and public outreach materials, assessment guide
for green infrastructure, practical implementation standards and a model assessment on Hwy 90

PROJECT PERIOD: 11/01/2023-10/30/2028

AWARD AMOUNT: \$145,350

CITY MATCH (If Required – Cash or In-Kind): N/A

IF CASH MATCH, ACCOUNT MATCH CODE: N/A

IF APPROVED BY COUNCIL – MEETING DATE & RESOLUTION: 31-1185 dated 12/10/24

SUBRECEIPIENTS/CONTRACTORS: N/A

Prepared by: Kelsi Tipperry **Date** 12/01/2025

REVIEWED AND APPROVED BY:

Kelsi Tipperry
12/01/2025 03:25:PM
kelsi.tipperry@cityofmobile.org

Kelsi Tipperry
12/01/2025 03:26:PM
kelsi.tipperry@cityofmobile.org

Victoria Shoots
12/02/2025 09:57:AM
victoria.shoots@cityofmobile.org

Ricardo Woods
12/02/2025
rwoods@cityofmobile.org

AGENDA NOT REQUIRED

APPROVAL & SUMMARY FOR GRANT CONTRACTS
AGENDA NOT REQUIRED

PROJECT TITLE: Gulf Coast Environmental Equity Center Grant-Subaward Amendment 01

FUNDING SOURCE NAME & AWARD NUMBER: Subaward #A24-0005-S004

CFDA/CSFA NUMBER: _____

NAME OF APPLICANT OR DEPARTMENT: City of Mobile

PROJECT DESCRIPTION/SUMMARY: The City will develop three products under the new initiative
Naturally Mobile: green infrastructure educational and public outreach materials, assessment guide
for green infrastructure, practical implementation standards and a model assessment on Hwy 90

PROJECT PERIOD: 11/01/2023-10/30/2028

AWARD AMOUNT: \$145,350

CITY MATCH (If Required – Cash or In-Kind): N/A

IF CASH MATCH, ACCOUNT MATCH CODE: N/A

IF APPROVED BY COUNCIL – MEETING DATE & RESOLUTION: 31-1185 dated 12/10/24

SUBRECEIPIENTS/CONTRACTORS: N/A

Prepared by: Kelsi Tippery **Date** 11/18/2025

REVIEWED AND APPROVED BY:

Kelsi Tippery
11/19/2025 02:16:PM
kelsi.tippery@cityofmobile.org

Kelsi Tippery
11/19/2025 02:17:PM
kelsi.tippery@cityofmobile.org

Ricardo Woods
11/24/2025 01:01:PM
rwoods@cityofmobile.org

Ricardo Woods
11/24/2025
rwoods@cityofmobile.org

AGENDA NOT REQUIRED

FDP Subaward Amendment

Awarding Agency **Environmental Protection Agency (EPA)**

Amendment No

01

PTE/Prime Award No. **03D00324**

Subaward No

A24-0005-S004

Pass-Through Entity (PTE)

Subrecipient

University of South Alabama

Entity Name

City of Mobile

awards@southalabama.edu

Contact Email

madeleine.dotson@cityofmobile.org

Shenghua Wu

Principal Investigator

Lance Slater

Project Title **Gulf of Mexico Environmental Justice Grants Program**

Cumulative Budget Period(s)

(Agreement Start Date)

(End Date of Latest Budget Period)

Amount Funded This Action

Total Amount of Funds Obligated to Date

Start Date: **06/01/2025**End Date: **05/31/2026**

\$0

\$145,350

Subrecipient Cost Share ☐Subject to FFATA ☐

Subrecipient UEI

(Unique Entity Identifier - May leave blank if unchanged from prior Agreement)

Amendment(s) to Original Terms and Conditions

This Amendment revises the above-referenced Subaward Agreement as follows:

☐ **Additional Budget Period**☐ **No Cost Extension**☐ **Additional Funding**☐ **Deobligation**

Carryover is

☐ **Carryover Authorized**☐ **Detailed Budget/Scope of Work/Notice of Award Attached** (Specify if the Budget and Scope of Work are "New", "Revised", or "Supplemental" in dropdown or "Other")

Select from drop down or type in [Revise as needed]

☒ **Other (See Below)**

This amendment is for a PI change only.

For clarity: all amounts stated in this amendment are in United States Dollars.

All other terms and conditions of this Subaward Agreement remain in full force and effect.

By an Authorized Official of PTE:

Date

Name

Allen Parrish

Title

VP for Research and Economic Development

By an Authorized Official of Subrecipient:

Date

Digitally signed by Spiro N. Cherigotis

Date: 2025.12.08 09:00:21 -06'00'

Name

Title



FDP May 2025

FDP Cost Reimbursement Subaward

Federal Awarding Agency: Environmental Protection Agency (EPA)	
Pass-Through Entity (PTE):	Subrecipient:
University of South Alabama	City of Mobile
PTE PI: Shenghua Wu	Sub PI: Laura Angle
PTE Federal Award No: 03D00324	Subaward No: A24-0005-S004
Project Title: Gulf of Mexico Environmental Justice Grants Program	
Subaward Budget Period:	
Start: 06/01/2025	End: 05/31/2026
Amount Funded This Action (USD): \$ 145,350.00	
Estimated Period of Performance:	
Start:	End:
Incrementally Estimated Total (USD): \$	

Terms and Conditions

1. PTE hereby awards a cost reimbursable subaward, (as determined by 2 CFR 200.331), to Subrecipient. The Statement of Work and budget for this Subaward are as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.
2. Subrecipient shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), breakdown by major cost category, Subaward number, and certification, as required in 2 CFR 200.415(a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the party's Financial Contact, shown in Attachment 3A.
3. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's Financial Contact, as shown in Attachment 3A, not later than 60 days after the final Budget Period end date. The final statement of costs shall constitute Subrecipient's final financial report.
4. All payments shall be considered provisional and are subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.
5. Matters concerning the technical performance of this Subaward shall be directed to the appropriate party's Principal Investigator as shown in Attachments 3A and 3B. Technical reports are required as shown in Attachment 4.
6. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to the PTE's Authorized Official Contact and the Subrecipient's Administrative Contact shown in Attachments 3A and 3B. Any such change made to this Subaward requires the written approval of each party's Authorized Official as shown in Attachments 3A and 3B.
7. The PTE may issue non-substantive changes to the Budget Period(s) and Budget Unilaterally. Unilateral modification shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient when sent to Subrecipient's Authorized Official Contact, as shown in Attachment 3B.
8. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
9. Either party may terminate this Subaward with 30 days written notice. Notwithstanding, if the Awarding Agency terminates the Federal Award, PTE will terminate in accordance with Awarding Agency requirements. PTE shall direct written notice to the Subrecipient's Authorized Official contact, and Subrecipient shall direct written notice to the PTE's Authorized Official contact, as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX, as applicable.
10. By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award, including the appropriate Research Terms and Conditions ("RTCs") of the Federal Awarding Agency, as referenced in Attachment 2. The parties further agree that they intend this subaward to comply with all applicable laws, regulations, and requirements.

By an Authorized Official of the PTE:		By an Authorized Official of the Subrecipient:	
Name: Allen Parrish	Date:	Name: William S. Stimpson	Date:
Title: VP for Research and Economic Development		Title:	



Lisa C. Santant

FDP Mar 2024

Attachment 1
Certifications and Assurances

Subaward Number:

A24-0005-S004

Certification Regarding Lobbying (2 CFR 200.450)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, 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 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 in accordance with 2 CFR 200.450.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending 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 in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the PTE.

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

Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.214 and 2 CFR 180)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.214 and 2 CFR 180.

Audit and Access to Records

Subrecipient certifies that it will provide PTE with notice of any adverse findings which impact this Subaward. Subrecipient certifies compliance with applicable provisions of 2 CFR 200.501-200.521. If Subrecipient is not required to have a Single Audit as defined by 200.501, Awarding Agency requirements, or the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and will provide access to such audits upon request. Subrecipient will provide access to records as required by parts 2 CFR 200.332 (a)(5), 200.337, and 200.338 as applicable.

Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)

Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

The Subrecipient shall require that the language of the certifications above in this Attachment 1 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Use of Name

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment

Pursuant to 2 CFR 200.216, Subrecipient will not obligate or expend funds received under this Subaward to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

Attachment 2
Federal Award Terms and Conditions

Subaward Number
A24-0005-S004

Required Data Elements

The data elements required by Uniform Guidance are incorporated in the attached Federal Award.

This Subaward Is:

☒ Research & Development ☐ Subject to FFATA

Awarding Agency Institute (If Applicable)

EPA		
Federal Award Issue Date	FAIN	Assistance Listing No.
06/16/24	03D00324	66.475
Assistance Listing Program Title (ALPT)		
Gulf of Mexico Program		
Key Personnel Per NOA		
Shenghua Wu		

General Terms and Conditions

By signing this Subaward, Subrecipient agrees to the following:

1. To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's website:
epa.gov
2. 2 CFR 200
3. The Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at:
epa.gov
4. Applicable Research Terms and Conditions, including any Federal Awarding Agency's Specific Requirements found at:
epa.gov except for the following:
 - a. No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the Administrative Contact shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested change.
 - b. Any payment mechanisms and financial reporting requirements described in the applicable Federal Awarding Agency Terms and Conditions and Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward; and
 - c. Any prior approvals are to be sought from the PTE and not the Federal Awarding Agency.
 - d. Title to equipment as defined in 2 CFR 200.1 that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in 2 CFR 200.313.
 - e. Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel (defined as listed on the NOA).
5. Treatment of program income: Additive

Special Terms and Conditions:

Data Sharing and Access:

Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and/or access requirements as reflected in the NOA or the Federal Awarding Agency's standard terms and conditions as referenced in General Terms and Conditions 1-4 above.

Provided upon request

Data Rights:

Subrecipient grants to PTE the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Copyrights:

Subrecipient Grants to PTE an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Subrecipient grants to PTE the right to use any written progress reports and deliverables created under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its Federal Award.

Promoting Objectivity in Research (COI):

Subrecipient must designate herein which entity's Financial Conflicts of Interest policy (COI) will apply: Subrecipient

If applying its own COI policy, by execution of this Subaward, Subrecipient certifies that its policy complies with the requirements of the relevant Federal Awarding Agency as identified herein: epa.gov

Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative or COI contact, as designated on Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be reported to Federal Awarding Agency. Such report shall be made before expenditure of funds authorized in this Subaward and within 45 days of any subsequently identified COI.

Work Involving Human or Vertebrate Animals (Select Applicable Options)

☒ No Human or Vertebrate Animals

This section left intentionally blank.

Human Subjects Data (Select One) Not Applicable

This section left intentionally blank

This section left intentionally blank

Additional Terms

Attachment 3A
Pass-Through Entity (PTE) Contacts

Subaward Number:

A24-0005-S004

PTE Information

Entity Name: University of South Alabama

Legal Address: 307 N. University Blvd.
Mobile, AL 36688-0002

Website: www.southalabama.edu

PTE Contacts

Central Email: awards@southalabama.edu

Principal Investigator Name: Shenghua Wu

Email: shenghuawu@southalabama.edu

Telephone Number: 251-460-6174

Administrative Contact Name: Allen Parrish

Email: awards@southalabama.edu

Telephone Number: 251-460-7888

COI Contact email (if different to above):

Financial Contact Name: Lindsey Sheffield

Email: logca@southalabama.edu

Telephone Number: 251-460-6052

Email invoices? ☒ Yes ☐ No Invoice email (if different):

Authorized Official Name: Allen Parrish

Email: awards@southalabama.edu

Telephone Number: 251-460-6333

PI Address:

307 N. University Blvd.
Mobile, AL 36688-0002

Administrative Address:

307 N. University Blvd., AD200
Mobile, AL 36688-0002

Invoice Address:

Office of Grants and Contracts Accounting
650 Clinic Drive
TRP III, Suite 1400
Mobile, AL 36688

Attachment 3B
Subrecipient Contacts

Subaward Number:

A24-0005-S004

Subrecipient Information for FFATA reporting

Entity's UEI Name:

EIN No.:

Institution Type:

UEI:

Currently registered in SAM.gov: ☐ Yes ☐ No

Exempt from reporting executive compensation: ☐ Yes ☐ No (if no, complete 3Bpg2)

Parent UEI:

This section for U.S. Entities:

Zip Code [Look-up](#)

Place of Performance Address

Congressional District:

Zip Code+4:

Subrecipient Contacts

Central Email:

Website:

Principal Investigator Name:

Laura Angle

Email:

Telephone Number:

Administrative Contact Name:

Email:

Telephone Number:

Financial Contact Name:

Email:

Telephone Number:

Invoice Email:

Authorized Official Name:

Email:

Telephone Number:

Legal Address:

Administrative Address:

Payment Address:

Attachment 3B-2
Highest Compensated Officers

Subaward Number:

A24-0005-S004

Subrecipient:

Institution Name:

PI Name:

Highest Compensated Officers

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue Code of 1986.

Officer 1 Name:

Officer 1 Compensation:

Officer 2 Name:

Officer 2 Compensation:

Officer 3 Name:

Officer 3 Compensation:

Officer 4 Name:

Officer 4 Compensation:

Officer 5 Name:

Officer 5 Compensation:

Attachment 4
Reporting and Prior Approval Terms

Subaward Number:

A24-0005-S004

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 3A):

Technical Reports:

- ☐ Monthly technical/progress reports will be submitted to the PTE's Administrative Contact within 15 days of the end of the month.
- ☐ Quarterly technical/progress reports will be submitted within 30 days after the end of each project quarter to the PTE's Administrative Contact.
- ☒ Annual technical / progress reports will be submitted within 60 days prior to the end of each budget period to the PTE's Administrative Contact. Such report shall also include a detailed budget for the next Budget Period, updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.
- ☒ A Final technical/progress report will be submitted to the PTE's Administrative Contact within 60 days of the end of the Project Period or after termination of this award, whichever comes first.
- ☒ Technical/progress reports on the project as may be required by PTE's Administrative Contact in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.

Prior Approvals:

Carryover:

Carryover is automatic

Other Reports:

- ☐ In accordance with 37 CFR 401.14, Subrecipient agrees to notify both the Federal Awarding Agency via iEdison and PTE's Administrative Contact within 60 days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Federal Awarding Agency specific forms to the PTE's Administrative Contact within 60 days of the end of the Project Period to be included as part of the PTE's final invention report to the Federal Awarding Agency.

A negative report is required:

- ☐ Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.

Additional Technical and Reporting Requirements:

Attachment 5
Statement of Work, Cost Sharing, Indirects & Budget

Subaward Number:

A24-0005-S004

Statement of Work

☐ Below ☒ Attached, pages

If award is FFATA eligible and SOW exceeds 4000 characters, include a *Subrecipient Federal Award Project Description*

Budget Information

Indirect Cost Rate Information	Rate Applied: 0 %	Cost Sharing	No
Type: No Recovery	Base: No Recovery	If Yes, include Amount: \$	

Budget Details

☐ Below ☒ Attached, pages

Budget Totals

Direct Costs	\$	145,350.00
Indirect Costs	\$	0.00
Total Costs	\$	145,350.00

All amounts are in United States Dollars

Attachment 6

Notice of Award (NOA) and any additional documents

- ☒ The following pages include the NOA and if applicable any additional documentation referenced throughout this Subaward.
- ☐ Not incorporating the NOA or any additional documentation to this Subaward.

	U.S. ENVIRONMENTAL PROTECTION AGENCY Cooperative Agreement		GRANT NUMBER (FAIN): 03D00324 MODIFICATION NUMBER: 0 PROGRAM CODE: MX	DATE OF AWARD 06/16/2024	
			TYPE OF ACTION New		MAILING DATE 06/20/2024
			PAYMENT METHOD: ASAP		ACH# 8022
			RECIPIENT TYPE: State Institution of Higher Learning		
RECIPIENT: UNIVERSITY OF SOUTH ALABAMA 362 Administration Building Grants and Contract Account Mobile, AL 36688-0002 EIN: 63-0477348			Send Payment Request to: Contact EPA RTPFC at: rtpfc-grants@epa.gov PAYEE: University of South Alabama 307 University Boulevard Mobile, AL 36688-0002		
PROJECT MANAGER Dr. Shenghua Wu Civil Engineering SH 3116 Mobile, AL 36688-0002 Email: shenghuawu@southalabama.edu Phone: 251-460-6174		EPA PROJECT OFFICER Colby McClain 2510 14th Street, Suite 1212 Gulfport, MS 39501 Email: mcclain.colby@epa.gov Phone: 228-679-5885		EPA GRANT SPECIALIST Annie Ashmeade Grants Management Section 61 Forsyth Street, SW Atlanta, GA 30303-8960 Email: ashmeade.annie@epa.gov Phone: 404-562-9146	
PROJECT TITLE AND DESCRIPTION Gulf of Mexico Program See Attachment 1 for project description.					
BUDGET PERIOD 05/01/2024 - 04/30/2029		PROJECT PERIOD 05/01/2024 - 04/30/2029		TOTAL BUDGET PERIOD COST \$ 2,499,999.00	
				TOTAL PROJECT PERIOD COST \$ 2,499,999.00	
NOTICE OF AWARD					
Based on your Application dated 05/01/2023 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$ 2,499,999.00. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$ 2,499,999.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.					
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)			AWARD APPROVAL OFFICE		
ORGANIZATION / ADDRESS U.S. EPA, Region 4 61 Forsyth Street Atlanta, GA 30303-8960			ORGANIZATION / ADDRESS U.S. EPA, Region 4, Gulf of Mexico Division R4 - Region 4 2510 14th Street, Suite 1212 Gulfport, MS 39501		
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY					
Digital signature applied by EPA Award Official Shantel Shelmon - Grants Management Officer				DATE 06/16/2024	

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 0	\$ 2,499,999	\$ 2,499,999
EPA In-Kind Amount	\$ 0	\$ 0	\$ 0
Unexpended Prior Year Balance	\$ 0	\$ 0	\$ 0
Other Federal Funds	\$ 0	\$ 0	\$ 0
Recipient Contribution	\$ 0	\$ 0	\$ 0
State Contribution	\$ 0	\$ 0	\$ 0
Local Contribution	\$ 0	\$ 0	\$ 0
Other Contribution	\$ 0	\$ 0	\$ 0
Allowable Project Cost	\$ 0	\$ 2,499,999	\$ 2,499,999

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.475 - Gulf of Mexico Program	Clean Water Act: Sec. 104(b)(3)	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	2404M4G006	2324	B	04M	000B65	4183	-	-	\$ 2,499,999
									\$ 2,499,999

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$ 273,955
2. Fringe Benefits	\$ 80,976
3. Travel	\$ 28,300
4. Equipment	\$ 0
5. Supplies	\$ 20,000
6. Contractual	\$ 10,200
7. Construction	\$ 0
8. Other	\$ 1,875,076
9. Total Direct Charges	\$ 2,288,507
10. Indirect Costs: 28.00 % Base MTDC	\$ 211,492
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$ 2,499,999
12. Total Approved Assistance Amount	\$ 2,499,999
13. Program Income	\$ 0
14. Total EPA Amount Awarded This Action	\$ 2,499,999
15. Total EPA Amount Awarded To Date	\$ 2,499,999

Attachment 1 - Project Description

This action approves an award in the amount of \$2,499,999 to the University of South Alabama to support their efforts with improving the water quality of the Gulf of Mexico. The activities to be performed include developing and administering a competitive subaward program to fund projects that address environmental justice issues in identified project areas that promote improved water quality, habitat restoration, environmental education, and community resilience. Describe anticipated deliverables: Technical assistance will be provided, and the beneficial impacts on the underserved communities will be documented. Expected outcomes include: improved abilities to identify, successfully apply for, and effectively manage grants related to water quality improvement, reduction and elimination of pollution in underserved disadvantaged communities; increased environmental justice activities associated with subrecipient work; pollution reduction; stormwater and flood mitigation improvement; and improvements to state, county, and local environmental program requirements or policies that better protect human health and the environment in line with the Justice40 Initiative. The residents and underserved communities in the coastal counties of Alabama will benefit from improved water quality and enhanced community resilience...Subrecipient activities will be funded to implement projects focusing on water quality improvement, pollution reduction in underserved communities, and environmental justice anticipated to produce a range of significant environmental outcomes for Alabama's coastal communities.

Administrative Conditions

General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2023-or-later>. These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): rtfc-grants@epa.gov
- MBE/WBE reports (EPA Form 5700-52A): ashmeade.annie@epa.gov
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications:

Grant Management Specialist at ashmeade.annie@epa.gov or 404-562-9146

Project Officer, Coby McClain at mcclain.colby@epa.gov or 228-679-5885

- Payment requests (if applicable): mcclain.colby@epa.gov or 228-679-5885
- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables:

Project Officer at mcclain.colby@epa.gov or 228-679-5885

Programmatic Conditions

Programmatic Conditions

A. Performance Reporting and Final Performance Report

Performance Reports – Content

In accordance with 2 CFR 200.329, the recipient agrees to submit performance reports that include brief information on each of the following areas: 1) A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period; 2) The reasons why established outputs/outcomes were not met; and 3) Additional pertinent information, including, when appropriate, analysis and explanation of cost overruns or high-unit costs.

Additionally, the recipient agrees to inform EPA as soon as problems, delays, or adverse conditions which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan are known.

Performance Reports - Frequency

The recipient agrees to submit quarterly performance reports electronically to the EPA Project Officer using the following reporting periods: January thru March, April thru June, July thru September, and October thru December. Reports are due within 30 days of the end of each quarter. The final performance report is due within 120 days of the budget/project period end date. The recipient agrees to submit the final performance report electronically to the EPA Project Officer.

Subaward Performance Reporting

The recipient must report on its subaward monitoring activities under 2 CFR 200.332(d). Examples of items that must be reported if the pass-through entity has the information available are:

1. Summaries of results of reviews of financial and programmatic reports.
2. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.
3. Environmental results the subrecipient achieved.
4. Summaries of audit findings and related pass-through entity management decisions.
5. Actions the pass-through entity has taken to correct deficiencies such as those specified at 2 CFR 200.332(e), 2 CFR 200.208 and the 2 CFR Part 200.339 Remedies for Noncompliance.

Note: EPA Project Officers may customize this reporting requirement based on programmatic information needs.

B. Cybersecurity Condition

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

C. Competency Policy

Competency of Organizations Generating Environmental Measurement Data

In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements.

Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, Recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at <https://www.epa.gov/sites/production/files/2015-03/documents/competency-policy-aaia-new.pdf> or a copy may also be requested by contacting the EPA Project Officer for this

award.

D. Quality Assurance

Authority: Quality Assurance applies to all assistance agreements involving environmental information as defined in [2 C.F.R. § 1500.12](#) Quality Assurance.

The recipient shall ensure that subawards involving environmental information issued under this agreement include appropriate quality requirements for the work. The recipient shall ensure sub-award recipients develop and implement the Quality Assurance (QA) planning document in accordance with this term and condition; and/or ensure sub-award recipients implement all applicable approved QA planning documents.

Quality Assurance Project Plan (QAPP)

a. Prior to beginning environmental information operations, the recipient must:

- i. Develop a QAPP,
- ii. Prepare QAPP in accordance with the current version of [EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans](#).
- iii. Submit the document for EPA review, and
- iv. Obtain EPA Quality Assurance Manager or designee (hereafter referred to as QAM) approval.

For Reference:

- [Quality Management Plan \(QMP\) Standard](#) and [EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans](#); contain quality specifications for EPA and non-EPA organizations and definitions applicable to these terms and conditions.
- [EPA QA/G-5: Guidance for Quality Assurance Project Plans](#), Appendix C provides a QAPP Checklist.
- (QAM and/or PO may insert QA references that inform or assist the recipient here).
- [EPA's Quality Program](#) website has a [list of QA managers, and Non-EPA Organizations Quality Specifications](#).
- The Office of Grants and Debarment [Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance](#).

E. Use of Logos

If the EPA logo is appearing along with logos from other participating entities on websites, outreach materials, or reports, it must **not** be prominently displayed to imply that any of the recipient or subrecipient's activities are being conducted by the EPA. Instead, the EPA

logo should be accompanied with a statement indicating that the [Insert Recipient or subrecipient NAME] received financial support from the EPA under an Assistance Agreement. More information is available at: <https://www.epa.gov/stylebook/using-epa-seal-and-logo#policy>

F. Substantial Involvement

EPA will be substantially involved in this agreement. Substantial involvement by the EPA Project Officer may include:

- 1) quarterly telephone calls and other monitoring;
- 2) reviewing project phases and providing approval to continue to the next phase;
- 3) reviewing and commenting on any documents, web content, or other materials developed under this agreement (the recipient will make final decisions on these matters);
- 4) approving substantive terms included in contracts or subawards (EPA's Project Officer will not suggest, recommend or direct the recipient to select any particular contractor or subrecipient except to the extent permitted in Section 10 of EPA's Subaward Policy);
- 5) reviewing and commenting on the programmatic performance reports;
- 6) consultation with EPA regarding the selection of key personnel (EPA's involvement is limited to reviewing the technical qualifications of key personnel and the recipient will make the final decisions on selection. EPA's Project Officer will not suggest, recommend or direct the recipient to select any individual); and
- 7) joint operational involvement, participation, and/or collaboration between EPA and the recipient.

G. WQX Data Reporting

The recipient agrees to enter water quality monitoring data, for data collected in a waterbody pursuant to the implementation of a Gulf of Mexico Division project, into EPA's "Water Quality Exchange" (WQX) data system. All water quality data generated with Gulf of Mexico Division funding, either directly or by sub-award, are required to be transmitted into the Water Quality Portal (<https://www.waterqualitydata.us/>) using either the Water Quality Exchange (WQX) or WQXweb. More information on WQX can be found at: <https://www.epa.gov/waterdata/water-quality-data-wqx>

LINE ITEM BUDGET

City of Mobile
Naturally Mobile
June 1, 2025 - June 1, 2027

A	Personnel Position	Unit Cost				Requested Federal Funds	Requested Federal Funds		
		Unit	Number	Amount	Effort		Base	Rate	
									unit name
A Personnel Position									
B Fringe Benefits									
B.1 Year 1									
A.1									
A.1.1						\$		0 \$	\$ -
A.1.2						\$		0 \$	\$ -
A.1.3						\$		0 \$	\$ -
A.1.4						\$		0 \$	\$ -
A.1.5						\$		0 \$	\$ -
B.2 Year 2									
A.2									
A.2.1						\$		0 \$	\$ -
A.2.2						\$		0 \$	\$ -
A.2.3						\$		0 \$	\$ -
A.2.4						\$		0 \$	\$ -
A.2.5						\$		0 \$	\$ -
B.3 Year 3									
A.3									
A.3.1						\$		0 \$	\$ -
A.3.2						\$		0 \$	\$ -
A.3.3						\$		0 \$	\$ -
A.3.4						\$		0 \$	\$ -
A.3.5						\$		0 \$	\$ -
Total Personnel (tab 5. Additional Lines)									
\$ -									
Total Fringe (tab 5. Additional Lines)									
\$ -									
Subtotal Personnel									
\$ -									
Subtotal Fringe Benefits									
\$ -									
C Travel									
Description of multiplier									
total									
C.1 (Description/Purpose/Location)									
C.1.1									
\$ -									

[illegible]

E.6									\$	-	
E.7									\$	-	
E.8									\$	-	
E.9									\$	-	
E.10									\$	-	
E.11									\$	-	
E.12									\$	-	
E.13									\$	-	
E.14									\$	-	
Subtotal Supplies (tab 6. Additional Lines)										\$	-
Subtotal Supplies										\$	-
F	Contractual	(indicate competitive bid or sole source)	unit (est. component)	# units	unit cost	total					
E.1	Competitive Bid (assessment and guide)	sub	1	\$	125,000	\$ 125,000					
E.2	Small Purchase (Public Engagement Materials)	consult	1	\$	20,000	\$ 20,000					
Subtotal Contractual (tab 6. Additional Lines)										\$	-
Subtotal Contractual										\$	145,000
G	Construction	Not Allowable									
H	Other Direct Costs	unit	# units	unit cost	total						
H.1	Facility cleaning fees	2 hours	7	25	\$ 175.00						
H.2	Facility set-up fees	2 hours	7	25	\$ 175.00						
H.3					\$ -						
Subtotal Other Direct Costs (tab 6. Additional Lines)										\$	-
Subtotal Other Direct Costs										\$	350
I	Total Direct Costs	\$ 145,350									
J	Total Indirect Costs	base	NICRA %	total							
	(describe direct costs excluded from base and indicate NICRA Provisional, Final, Pre determined or 15% DeMinimus Rate based on MTDC)	\$	145,350	0.00%	\$ -						
K	Total Project Cost	(must match award amount) \$ 145,350									

Budget Justification

The City of Mobile is requesting \$145,350 to implement Naturally Mobile. This budget has been broken down below:

1. Personnel

The City of Mobile will utilize its own personnel in Engineering, Communications, Grants Management, Community Affairs, and the Office of Resilience to ensure the grant is properly implemented. The Office of Resilience is supported by the SBP Fellows Program, which is supported by the Walmart Foundation. The SBP Fellow will serve as the Primary Investigator and manager for Naturally Mobile. Her time is donated and not included in the budget request. Grants Management will ensure compliance with GCEEC. Their time is budgeted in the City's personnel budget and is not included in this budget request.

2. Contractual

The bulk of the materials generated for the Naturally Mobile Initiative are through contract. The first contract will be made via competitive procurement and will result in a Green Infrastructure Practicability Assessment for 2 sites on Highway 90 (see background for description), GI Guide and Checklist, and related graphics, models, materials, and designs for use in public meetings. The City of Mobile estimates it will need \$125,000 to secure professional services to develop these materials. This estimate is based on previous contracts for assessments and with an additional consideration that this assessment is not for construction but will serve as a demonstration.

The second contract will be a small purchase for professional services to develop social media posts, presentations, infographics, and provide materials for public meetings. The City of Mobile based their cost estimate on previous services utilized for previous infrastructure projects, including the Map for Mobile, Brookley by the Bay, and Civic Center Demolition. The City of Mobile estimates that these professional services will cost around \$20,000.

3. Other Direct Costs

Departments and offices requesting use of city facilities for public meetings must pay the cleaning and set-up fees for that facility. Cleaning fees are \$25 for a 2 hour block post event and set-up fees are \$25 for a 2-hour block prior to the event. The Office of Resilience intends to request the usage of 7 facilities (one in each district). Thus, the budget request includes this additional \$350 fee for facility usage.

4. Indirect Costs

The City of Mobile does not have an active NICRA and is unable to claim indirect costs.

Scope of Work

Project Title: Naturally Mobile

Primary Investigator: Laura Angle, City of Mobile, laura.angle@cityofmobile.org

Project Duration: 6/1/2025 - 6/1/2027

The City of Mobile's Naturally Mobile initiative will develop the following products with GCEEC funding:

- A basic guide and checklist for Mobile's residents on how they can implement green infrastructure, assess which green solutions are most practical, and the different types of green infrastructure solutions according to the unique hazards in Mobile and their relative costs;
- An example green infrastructure practicability assessment to mitigate flood and heat risks on US-90 with designs and models of green infrastructure installations along US-90;
- Public engagement materials designed to educate residents on the benefits, types, and considerations of green infrastructure, including social media posts, presentations, audiovisual materials, and a Naturally Mobile logo.

After product development, the City of Mobile will host 1-2 community meetings in each City Council district.

Project Deliverables

- A basic and easy-to-read guide and checklist for Mobile's residents on how they can implement green infrastructure, assess which green solutions are most practical, and the different types of green infrastructure solutions according to the unique hazards in Mobile and the relative cost of implementation, delivered to the City of Mobile in PDF format, Word document format, and 300 printed copies.
- A PDF green infrastructure practicability assessment for US-90 and JPEG or PNG image files of modeled green infrastructure additions along US-90.
- A collection of social media posts, flyers, presentations, and audiovisual materials focused on the benefits, types, and considerations of green infrastructure in Mobile and a Naturally Mobile logo delivered on a thumb drive.

Milestones

ESTIMATE DATE	MILESTONE
June 1, 2025	Award issued. City procures professional services for GI guide and checklist, demo practicability assessment and models, and public engagement materials.
January 5, 2026	The Office of Resilience conducts a review of 50% of the GI guide and checklist and demo practicability assessment and models.

	The Office of Resilience reviews the public engagement materials.
February 14, 2026	Public engagement materials are completed and submitted to the Office of Resilience. The Office of Resilience develops a public engagement strategy with the Office of Communications and Office of Community Affairs. Venues for community meetings are reserved.
March 15, 2026	Naturally Mobile public engagement campaign begins. Community meeting dates are announced to the public.
April - August 2026	First round of community meetings are held.
May 1, 2026	The Office of Resilience receives the final drafts of the GI guide and checklist, demo practicability assessment, and models for internal review.
June 1, 2026	The Office of Resilience receives the completed drafts of the GI guide and checklist, demo practicability assessment, and models. Materials are delivered to the Department of Engineering and Infrastructure and Build Mobile for reference, distribution, and adoption into the Low-Impact Development Guide and Stormwater Manual.
August 1, 2026	Guide and checklist added to the public engagement schedule and shared to residents.
August 2026 - January 2027	Second round of community meetings are held. Community feedback is collected on materials distributed and public opinion on green infrastructure.
February - April 2027	The Office of Resilience processes community input and engagement data from the Naturally Mobile campaign.
March 15, 2027	Public engagement campaign ends.
May 1, 2027	The Office of Resilience begins drafting an executive summary and report on the outcomes of Naturally Mobile.
June 1, 2027	Report and executive summary submitted to GCEEC, the Mayor's Office, and Mobile City Council.

R E S O L U T I O N

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive from the University of South Alabama, Gulf Coast Environmental Equity Center (GCEEC), grant assistance in the amount of \$150,000.00. There is no match requirement.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant if offered and to sign any agreements or other documents in connection with the grant application and to provide any information required by the University of Alabama, Gulf Coast Environmental Equity Center. Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

Adopted: DEC 10 2024



City Clerk

Signature:

Email: spiro@cityofmobile.gov



AGENDA ITEM SUMMARY SHEET

Agenda of: December 16, 2025

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

To authorize the Settlement Agreement and Release of Claim: Alston

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution.Settlement Alston

REVIEWERS:

Patricia Primm

Cherlina Monteiro

James Barber

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claims of Harriet Alston, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of: December 16, 2025

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

To authorize the Settlement Agreement and Release of Claim: Velaquez

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution.Settlement Velaquez

REVIEWERS:

Patricia Primm

Cherlina Monteiro

James Barber

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claims of Harriet Alston, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

City Clerk

RESOLUTION

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

Adopted:

City Clerk

Notice of Public Hearing for the Proposed Rezoning of
Property Located at 909 Government Street

Pursuant to Resolution of the Mobile, Alabama City Council adopted **December 16, 2025**, a public hearing will be held on the **20th** day of **January, 2026**, at 10:30 a.m., to consider adoption of an ordinance for the rezoning of property located at 909 Government Street from R-1, Single-Family Residential Suburban District, and R-B, Residential Business District, to R-B, Residential Business 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:

PARCEL A:

COMMENCING AT THE SOUTHWEST INTERSECTION OF BROAD AND GOVERNMENT STREET; THENCE RUN WESTWARDLY ALONG THE SOUTH LINE OF GOVERNMENT STREET 234.25 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE WITH AN INTERIOR ANGLE OF 89 DEGREES 33 MINUTES 21 SECONDS RUN SOUTHWARDLY 175.33 FEET TO A POINT; THENCE WITH AN INTERIOR ANGLE OF 91 DEGREES 38 MINUTES 54 SECONDS RUN WESTWARDLY 51.67 FEET TO A POINT; THENCE WITH AN INTERIOR ANGLE OF 86 DEGREES 26 MINUTES 22 SECONDS RUN NORTHWARDLY 176.41 FEET TO A POINT ON THE SOUTH LINE OF SAID GOVERNMENT STREET; THENCE WITH AN INTERIOR ANGLE OF 90 DEGREES 21 MINUTES 24 SECONDS RUN EASTWARDLY ALONG THE AFOREMENTIONED SOUTH LINE 51.92 FEET TO THE POINT OF BEGINNING.

PARCEL B:

COMMENCING AT THE NORTHWEST INTERSECTION OF BROAD AND CHURCH STREET; THENCE RUN WEST ALONG THE NORTH LINE OF CHURCH STREET 254.00 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE WITH AN INTERIOR ANGLE OF 89 DEGREES 13 MINUTES 02 SECONDS RUN NORTHWARDLY A DISTANCE OF 179.63 FEET TO A POINT; THENCE WITH AN INTERIOR ANGLE OF 90 DEGREES 07 MINUTES 41 SECONDS RUN WESTWARDLY 49.10 FEET TO A POINT; THENCE WITH AN INTERIOR ANGLE OF 91 DEGREES 18 MINUTES 46 SECONDS RUN SOUTHWARDLY A DISTANCE OF 86.04 FEET TO A POINT;

THENCE WITH AN INTERIOR ANGLE OF 89 DEGREES 25 MINUTES 33 SECONDS RUN EASTWARDLY A DISTANCE OF 9.64 FEET TO A POINT; THENCE WITH AN INTERIOR ANGLE OF 268 DEGREES 07 MINUTES 46 SECONDS RUN SOUTHWARDLY A DISTANCE OF 93.04 FEET TO A POINT ON THE NORTH LINE OF SAID CHURCH STREET; THENCE WITH AN INTERIOR ANGLE OF 91 DEGREES 47 MINUTES 11 SECONDS RUN EASTWARDLY ALONG SAID NORTH LINE A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

The classification of said property is hereby changed from Single-Family Residential Urban District (R-1) and Residential Business District (R-B), to Residential Business District (R-B), 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 R-B, 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 an R-B, until all of 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 20th day of January, 2026, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 24th day of December, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **909 Government Street**.

The proposed amendment to the Unified Development Code changes the classification of the subject property from **Single-Family Residential Urban District (R-1) and Residential Business District (R-B)**, to **Residential Business District (R-B)**. 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 **R-B** 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 **R-B** 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:

PARCEL A:

COMMENCING AT THE SOUTHWEST INTERSECTION OF BROAD AND GOVERNMENT STREET; THENCE RUN WESTWARDLY ALONG THE SOUTH LINE OF GOVERNMENT STREET 234.25 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE WITH AN INTERIOR ANGLE OF 89 DEGREES 33 MINUTES 21 SECONDS RUN SOUTHWARDLY 175.33 FEET TO A POINT; THENCE WITH AN INTERIOR ANGLE OF 91 DEGREES 38 MINUTES 54 SECONDS RUN WESTWARDLY 51.67 FEET TO A POINT; THENCE WITH AN INTERIOR ANGLE OF 86 DEGREES 26 MINUTES 22 SECONDS RUN NORTHWARDLY 176.41 FEET TO A POINT ON THE SOUTH LINE OF SAID GOVERNMENT STREET; THENCE WITH AN INTERIOR ANGLE OF 90 DEGREES 21 MINUTES 24 SECONDS RUN EASTWARDLY ALONG THE AFOREMENTIONED SOUTH LINE 51.92 FEET TO THE POINT OF BEGINNING.

PARCEL B:

COMMENCING AT THE NORTHWEST INTERSECTION OF BROAD AND CHURCH STREET; THENCE RUN WEST ALONG THE NORTH LINE OF CHURCH STREET 254.00 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE WITH AN INTERIOR ANGLE OF 89 DEGREES 13 MINUTES 02 SECONDS RUN NORTHWARDLY A DISTANCE OF 179.63 FEET TO A POINT; THENCE WITH AN INTERIOR ANGLE OF 90 DEGREES 07 MINUTES 41 SECONDS RUN WESTWARDLY 49.10 FEET TO A POINT; THENCE WITH AN INTERIOR ANGLE OF 91 DEGREES 18 MINUTES 46 SECONDS RUN SOUTHWARDLY A DISTANCE OF 86.04 FEET TO A POINT; THENCE WITH AN INTERIOR ANGLE OF 89 DEGREES 25 MINUTES 33 SECONDS RUN EASTWARDLY A DISTANCE OF 9.64 FEET TO A POINT; THENCE WITH AN INTERIOR ANGLE OF 268 DEGREES 07 MINUTES 46 SECONDS RUN SOUTHWARDLY A DISTANCE OF 93.04 FEET TO A POINT ON THE NORTH LINE OF SAID CHURCH STREET; THENCE WITH AN

INTERIOR ANGLE OF 91 DEGREES 47 MINUTES 11 SECONDS RUN EASTWARDLY ALONG SAID NORTH LINE A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

The classification of said property is hereby changed **from Single-Family Residential Urban District (R-1) and Residential Business District (R-B), to Residential Business District (R-B)**, 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 **R-B**, 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 an **R-B**, until all of 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

**Donald Manning
Donnie Manning Subdivision
909 Government Street
Council District 2
William Carroll**



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

December 11, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on November 20, 2025, considered the request of **Donald Manning**, for a change in zoning from **Single-Family Residential Urban District (R-1) and Residential Business District (R-B)**, to **Residential Business District (R-B)**, for the property located at **909 Government Street**.

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

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

November 24, 2025

Donald O. Manning
909 Government Street
Mobile, Alabama 36604

Re: 909 Government Street
ZON-UDC-003511-2025
Donnie Manning Subdivision
Donald Manning
District 2
Rezoning from Single-Family Residential Urban District (R-1), and Residential Business District (R-B), to Residential Business District (R-B).

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

At its meeting on November 20, 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 **R-B, Residential Business District**:

- A) Consistency. The proposed amendment is consistent with the Comprehensive Plan;
- B) Mistake. There was a mistake or error in the original zoning map; and
- C) Compatibility. The proposed amendment is compatible with:
 - (1) The current development trends, if any, in the vicinity of the subject property;
 - (2) Surrounding land uses;
 - (3) 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) Change. Changed or changing conditions in a particular area make an amendment necessary and desirable.

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

As such, the Planning Commission voted to recommend approval of Rezoning the property to **R-B, Residential Business District**, to the City Council, subject to the following condition:

1. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is **\$375.82**. 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.

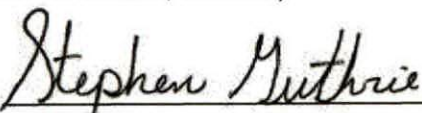
Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org) 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



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:	DONALD MANNING	POLYSURVEYING
Firm:		
Phone:	2516896308	2516662010
Email:	DONNIEMANNING1@GMAIL.COM	MAIL@POLYSURVEYING.COM
Address:	909 GOVERNMENT ST	5588 JACKSON ROAD

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

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

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

	Owner	Design Professional
Name:	SAME AS APPLICANT	
Firm:		
Phone:		
Email:		
Address:		

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.
 909 GOVERNMENT ST 0.39

Property Address R022906400010334.000 Property Area (acres or square feet)

Parcel Number(s) or Key Number(s) R1
 R1 AND RB
 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.

J. Brett Orrell

Digitally signed by J. Brett Orrell
 Date: 2025.10.17 13:06:02
 05:00'

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

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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](#).

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

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](#).

The property currently consists of two lots that would result in a split zoning of R-1 and R-B. To maintain consistency and compatibility with surrounding residential development, we are requesting to rezone the property entirely to R-1. This change supports the plan's vision for stable, single-family residential neighborhoods and avoids creating a nonconforming or inconsistent land use pattern.

Future Land Use Map (FLUM) Designation

R1

Requested Zoning

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

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

Rezoning the lot entirely to R-1 avoids split zoning, reduces potential land use conflicts, and supports orderly, single-family residential development. This consistency helps maintain neighborhood character, supports property values, and fosters a safe and stable environment for residents.

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

The proposed rezoning is necessary and desirable due to the recent subdivision of the property into two lots, which would result in a split zoning designation of R-1 and R-B. This split creates inconsistencies with the surrounding single-family residential neighborhood and may complicate development. Rezoning the property entirely to R-1 reflects current and anticipated residential development patterns, ensures consistency with neighboring properties, and supports orderly, compatible land use.

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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 property is surrounded primarily by single-family residential homes, consistent with R-1 zoning

2. Describe the surrounding land uses.

The property is surrounded primarily by single-family residential homes, consistent with R-1 zoning

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

none

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

none

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.

By rezoning the entire lot to R-1, the proposal ensures compatibility with surrounding single-family homes, maintains

neighborhood character, and supports stable property values. This change benefits the community by fostering a safe, cohesive, and well-planned residential environment, aligning with the City's Comprehensive Plan and long-term vision for sustainable, predictable land use.

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

previously submitted subdivision SUB-003394-2025

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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?

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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Revised March 2025

Donald Manning (ZON-UDC-003511-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>

Date Tue 10/14/2025 10:50 AM

To Polysurveying Mail <mail@polysurveying.com>

Cc Brett Orrell <brett@polysurveying.com>; Molly Stanford <molly@polysurveying.com>

 1 attachment (549 KB)

Planning Commission Application_Revised March 2025.pdf;

Good morning,

We have completed our initial review of the Rezoning application referenced above. Before the application can be deemed complete and scheduled for consideration by the Planning Commission, the following items must be addressed:

1. **Correct Application & Checklist:** The incorrect application form was submitted with the request. Please complete the attached application and re-submit it for review. We have received the owner authorization form authorizing Polysurveying to submit the application; therefore, the owner's signature is not required on the revised form, provided the authorized agent signs it. Additionally, Checklist B must be completed and submitted with the application.
6. **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, **Tori** has been copied on this message.

Once all the above items have been addressed, an invoice will be issued for the applicable application fees. Please be aware that the application **will not be considered complete** until all required materials are received **and** the invoice has been paid.

If all requirements are fulfilled **by noon on Monday, October 20, 2025**, the application will be considered **complete** and placed on the agenda for the **November 20, 2025**, Planning Commission meeting. If this deadline is not met, the application will be **held over** until it is complete.

Thank You,

Logan Anderson

Principal Planner

Build Mobile

dlogananderson@cityofmobile.org

(251) 208-5895





Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits**

Checklist A

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

Checklist B

☐ **Planned Development**

Checklist C

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

Checklist D

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

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

	Applicant	Agent (If Applicable)
Name:	DONALD MANNING	POLYSURVEYING
Firm:		
Phone:	2516896308	2516662010
Email:	DONNIEMANNING1@GMAIL.COM	MAIL@POLYSURVEYING.COM
Address:	909 GOVERNMENT ST	5588 JACKSON ROAD

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	Owner	Design Professional
Name:	SAME AS APPLICANT	
Firm:		
Phone:		
Email:		
Address:		

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.
 909 GOVERNMENT ST 0.39

Property Address R022906400010334.000 Property Area (acres or square feet)

Parcel Number(s) or Key Number(s) R1
 R1 AND RB
 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.

J. Brett Orrell

Digitally signed by J. Brett Orrell
 Date: 2025.10.17 13:06:02
 05:00

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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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](#).

The property currently consists of two lots that would result in a split zoning of R-1 and R-B. To maintain consistency and compatibility with surrounding residential development, we are requesting to rezone the property entirely to R-1. This change supports the plan's vision for stable, single-family residential neighborhoods and avoids creating a nonconforming or inconsistent land use pattern.

_____	R1
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.

Rezoning the lot entirely to R-1 avoids split zoning, reduces potential land use conflicts, and supports orderly, single-family residential development. This consistency helps maintain neighborhood character, supports property values, and fosters a safe and stable environment for residents.

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

The proposed rezoning is necessary and desirable due to the recent subdivision of the property into two lots, which would result in a split zoning designation of R-1 and R-B. This split creates inconsistencies with the surrounding single-family residential neighborhood and may complicate development. Rezoning the property entirely to R-1 reflects current and anticipated residential development patterns, ensures consistency with neighboring properties, and supports orderly, compatible land use.

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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 property is surrounded primarily by single-family residential homes, consistent with R-1 zoning

2. Describe the surrounding land uses.

The property is surrounded primarily by single-family residential homes, consistent with R-1 zoning

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

none

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

none

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.

By rezoning the entire lot to R-1, the proposal ensures compatibility with surrounding single-family homes, maintains

neighborhood character, and supports stable property values. This change benefits the community by fostering a safe, cohesive, and well-planned residential environment, aligning with the City's Comprehensive Plan and long-term vision for sustainable, predictable land use.

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

previously submitted subdivision SUB-003394-2025

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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?

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

☐ **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:	DONALD MANNING	POLYSURVEYING
Firm:		
Phone:	2516896308	2516662010
Email:	DONNIEMANNING1@GMAIL.COM	MAIL@POLYSURVEYING.COM
Address:	909 GOVERNMENT ST	5588 JACKSON ROAD

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	Owner	Design Professional
Name:	SAME AS APPLICANT	
Firm:		
Phone:		
Email:		
Address:		

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.
 909 GOVERNMENT ST 0.39

Property Address R022906400010334.000 Property Area (acres or square feet)

Parcel Number(s) or Key Number(s) RB
 R1 AND RB
 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.

J. Brett Orrell

Digitally signed by J. Brett Orrell
 Date: 2025.10.17 13:06:02
 05:00'

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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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](#).

The property currently consists of two lots that would result in a split zoning of R-1 and R-B. To maintain consistency and compatibility with surrounding residential development, we are requesting to rezone the property entirely front lot to R-B and leaving the back as R1. This change supports the plan's vision for stable, single-family residential neighborhoods and avoids creating a nonconforming or inconsistent land use pattern.

Future Land Use Map (FLUM) Designation

RB

Requested Zoning

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

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

Rezoning the lot entirely front lot to RB avoids split zoning, reduces potential land use conflicts, and supports orderly, single-family residential development and Residential businesses. This consistency helps maintain neighborhood character, supports property values, and fosters a safe and stable environment for residents.

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

The proposed rezoning is necessary and desirable due to the recent subdivision of the property into two lots, which would result in a split zoning designation of R-1 and R-B. This split creates inconsistencies with the surrounding single-family residential neighborhood and may complicate development. Rezoning the property entirely to RB reflects current and anticipated residential development patterns, ensures consistency with neighboring properties, and supports orderly, compatible land use.

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Revised March 2025

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 property is surrounded primarily by single-family residential homes and residential businesses consistent with R-1 and RB zoning

2. Describe the surrounding land uses.

The property is surrounded primarily by single-family residential homes and residential businesses consistent with R-1 and RB zoning

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

none

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

none

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.

By rezoning the entire front lot to RB, the proposal ensures compatibility with surrounding single-family homes and Residential business maintains neighborhood character, and supports stable property values. This change benefits the community by fostering a safe, cohesive, and well-planned residential environment, aligning with the City's Comprehensive Plan and long-term vision for sustainable, predictable land use.

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

previously submitted subdivision SUB-003394-2025

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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?

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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City of Mobile • Planning & Zoning
Owner's Letter of Authorization

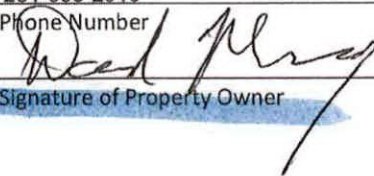
I, DONALD MANNING, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on my behalf for my property, located within the city limits of Mobile, Alabama at 909 GOVERNMENT ST.

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.

POLYSURVEYING
Designee (1)

MAIL@POLYSURVEYING.COM
Email

251-666-2010
Phone Number


Signature of Property Owner

Designee (2)

Email

Phone Number

Date



Plan Submission Contact Information

Name of Project DONNIE MANNING SUBDIVISION

Address 909 GOVERNMENT ST

Owner DONALD MANNING

Address 909 GOVERNMENT ST Zip Code 36604

Phone 251-689-6308 Fax _____ Email DONNIEMANNING1@GMAIL.COM

Authorized Agent _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Contractor _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

SURVEYOR
Civil Engineer POLYSURVEYING

Address 5588 JACKSON ROAD Zip Code 36619

Phone 251-666-2010 Fax _____ Email MAIL@POLYSURVEYING.COM

Architect _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Submitted by: _____

Don Manning
Signature

Print

6-18-25
Date

Affiliation to project/Organization

Statement for Rezone:

The property at 909 Government St is currently split-zoned, with designations of R1 and RB. We are requesting that this parcel be rezoned to a single zoning designation of R1 to provide consistency in land use.

This rezone is tied to subdivision **SUB-003394-2025, Donnie Manning Subdivision.**



City of Mobile • Planning & Zoning
Neighborhood Meeting Cover Sheet

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

Date of Submittal: 10/29/2025 *(initials)*

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: 10-28-2025

Neighborhood Meeting Time: 4:30 PM

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 or referenced at the meeting

Additional documents (Describe: _____)

Applicant's Name: DONALD MANNING
 (First Name & Last Name)

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

X *Donald Manning* Date: 10-28-25

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.

Neighborhood Meeting

Date: 10-28-25

Time: 4:30 P.M.

Location of Neighborhood Meeting: Ben May Public Library

Project Location: 909 Government St. Mobile, AL 36608

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

R1 to RB ~~to R1~~

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

x Debbie Manning
DEBBIE MANNING

Date: 10-28-25

Please Sign In:

Name: B. Crenshaw for MLP Property Email: thelofts@pm@apllc.com
Address: 951 Government St. Mobile, AL 36604 Phone: 851-300-0130

Name: Shari Hartmann Email: Shariwh1@aol.com
Address: 911 Church St Phone: 251-751-7307

Name: Tatiana Tanley Email: 5tomleys@gmail.com
Address: 909 Church St Phone: 251-431-1840

Name: Cory R. Harris Email: Aucory@gmail.com
Address: 907 Government St. Phone: 334-803-6317

Neighborhood Meeting Summary

Meeting Date: 10-28-25

Meeting Time: 4:30 PM

Meeting Location: Ben May Library

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

I EXPLAINED THE LOT WERE DIVIDING AND
SHOWED THEM THE SURVEY. THE LOT IS NOW ZONED
ON THE GOVERNMENT SIDE RB+RI. THE BACK LOT
ON CHURCH ST IS ZONED RI. MY PROPOSAL IS TO
REZONE A PORTION OF GOVERNMENT ST TO RB. THE
LOT ON CHURCH WILL REMAIN RI

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

SURVEY & PLAT FROM THE COUNTY/CITY SITE
SHOWING THE CURRENT ZONING.

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):

I EXPLAINED WHAT WAS BEING PROPOSED AND
EVERYONE UNDERSTOOD. ALL THE PARTIES ON
THE SIGN-IN SHEET ASKED QUESTIONS AND WERE
SATISFIED.

PLANNING AND ZONING
23 OCT 2025 PM 12:16

Neighborhood Meeting Summary

Date: 10-28-25

Applicant: Donald Marenich

Meeting Location: Ben May Library

Application: Sub Division + Rezone

(Meeting summary, continued)

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

The Neighborhood Meeting ended at the following time: 6:00 PM

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

x Donald Marenich

Date: 10-28-25

NOTICE OF NEIGHBORHOOD MEETING

10/6/2025

Dear Property Owner,

This letter is to inform you that a Neighborhood Meeting has been scheduled to discuss the following application that Donnie Manning will be submitting to the Mobile City Planning Commission:

1. Application Zoning change to rezone the property at 909 Government St. Mobile, AL 36604 from RB to R1.

The Neighborhood Meeting will be held at the following:

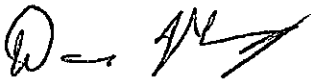
Ben May Public Library (Armbrecht-Briskman Meeting Room)

Date: October 28 2025

Time: 4:30 PM

You are receiving this notice because your property is located within 300 ft of 909 Government St. Mobile, AL 36604, in compliance with the notification requirements of Article 5 of the city's Unified Development Code(UDC). You or your agent are invited to attend the Neighborhood Meeting to learn more about the above-referenced application, ask questions, and present your views.

Sincerely,



Donnie Manning

909 Government St. Mobile, AL 36604

donniemanning1@gmail.com

R022906400010336.007
DE TONTI PLACE LLC
PO BOX 1224
FAIRHOPE AL 36533

R022906400010336.007
DE TONTI PLACE LLC
PO BOX 1224
FAIRHOPE AL 36533

R022906400010336.007
DE TONTI PLACE LLC
PO BOX 1224
FAIRHOPE AL 36533

R022906400010336.001
OAKLEIGH DEVELOPMENT PARTNERS LLC
PO BOX 1224
FAIRHOPE AL 36533

R022906400010336.001
OAKLEIGH DEVELOPMENT PARTNERS LLC
PO BOX 1224
FAIRHOPE AL 36533

R022906400010336.001
OAKLEIGH DEVELOPMENT PARTNERS LLC
PO BOX 1224
FAIRHOPE AL 36533

R022906400010337.000
MCDONALD DAVID A
PO BOX 832
MOBILE AL 36601

R022906400010337.000
MCDONALD DAVID A
PO BOX 832
MOBILE AL 36601

R022906400010337.000
MCDONALD DAVID A
PO BOX 832
MOBILE AL 36601

Polysurveying and Engineering
Brett Orrell
5588 Jackson Road
Mobile, AL, 36619

Polysurveying and Engineering
Brett Orrell
5588 Jackson Road
Mobile, AL, 36619

Polysurveying and Engineering
Brett Orrell
5588 Jackson Road
Mobile, AL, 36619

William Carol

PLANNING AND ZONING
29 OCT 2025 PM12:16

R022906400010332.000
LOCAL 991 INTERNATIONAL
BROTHERHOOD OF TEAMSTERS
112 S BROAD ST
MOBILE AL 36602

R022906390003035.000
WESTRY ANTONIO & BRENDA
1250 BALTIMORE ST
MOBILE AL 36605

R022906400010336.004
BENNETT JAMES D & AMY K ANDREWS-
BENNETT
13817 PERDIDO KEY DR APT 804
PENSACOLA FL 32507

R022906390003057.000
MORAN MARY F & GERALD J MORAN
152 MARINE ST
MOBILE AL 36604

R022906390003045.001
YEAGER GREGORY M & JEAN ELLEN TYNES
153 MARINE ST
MOBILE AL 36604

R022906390003044.000
STEEG CHARLES A
155 MARINE ST
MOBILE AL 36604

R022906400010342.000
ORIGINAL DRAGONS INC
156 S BROAD ST
MOBILE AL 36602

R022906390003036.000
WESTRY ANTONIO & BRENDA WESTRY
166 S BROAD ST
MOBILE AL 36603

R022906400010306.000
DEVIN D NOBLES LLC
2420 S SHELTON BEACH RD
EIGHT MILE AL 36613

Polysurveying and Engineering
Brett Orrell
5588 Jackson Road
Mobile, AL, 36619

R022906400010332.000
LOCAL 991 INTERNATIONAL
BROTHERHOOD OF TEAMSTERS
112 S BROAD ST
MOBILE AL 36602

R022906390003035.000
WESTRY ANTONIO & BRENDA
1250 BALTIMORE ST
MOBILE AL 36605

R022906400010336.004
BENNETT JAMES D & AMY K ANDREWS-
BENNETT
13817 PERDIDO KEY DR APT 804
PENSACOLA FL 32507

R022906390003057.000
MORAN MARY F & GERALD J MORAN
152 MARINE ST
MOBILE AL 36604

R022906390003045.001
YEAGER GREGORY M & JEAN ELLEN TYNES
153 MARINE ST
MOBILE AL 36604

R022906390003044.000
STEEG CHARLES A
155 MARINE ST
MOBILE AL 36604

R022906400010342.000
ORIGINAL DRAGONS INC
156 S BROAD ST
MOBILE AL 36602

R022906390003036.000
WESTRY ANTONIO & BRENDA WESTRY
166 S BROAD ST
MOBILE AL 36603

R022906400010306.000
DEVIN D NOBLES LLC
2420 S SHELTON BEACH RD
EIGHT MILE AL 36613

Polysurveying and Engineering
Brett Orrell
5588 Jackson Road
Mobile, AL, 36619

R022906400010332.000
LOCAL 991 INTERNATIONAL
BROTHERHOOD OF TEAMSTERS
112 S BROAD ST
MOBILE AL 36602

R022906390003035.000
WESTRY ANTONIO & BRENDA
1250 BALTIMORE ST
MOBILE AL 36605

R022906400010336.004
BENNETT JAMES D & AMY K ANDREWS-
BENNETT
13817 PERDIDO KEY DR APT 804
PENSACOLA FL 32507

R022906390003057.000
MORAN MARY F & GERALD J MORAN
152 MARINE ST
MOBILE AL 36604

R022906390003045.001
YEAGER GREGORY M & JEAN ELLEN TYNES
153 MARINE ST
MOBILE AL 36604

R022906390003044.000
STEEG CHARLES A
155 MARINE ST
MOBILE AL 36604

R022906400010342.000
ORIGINAL DRAGONS INC
156 S BROAD ST
MOBILE AL 36602

R022906390003036.000
WESTRY ANTONIO & BRENDA WESTRY
166 S BROAD ST
MOBILE AL 36603

R022906400010306.000
DEVIN D NOBLES LLC
2420 S SHELTON BEACH RD
EIGHT MILE AL 36613

Polysurveying and Engineering
Brett Orrell
5588 Jackson Road
Mobile, AL, 36619

R022906400010341.000
MLP PROPERTY LLC C/O MFP CAPITAL LLC
ATTN: TYLER EDWARDS & PETER VON DER
244 MADISON AVE STE 439
NEW YORK NY 10016

R022906400010330.000
BIENVILLE CONSTRUCTION SERVICES LLC
250 N JACKSON ST UNIT 2
MOBILE AL 36603

R022906390003034.000
LAW PATRICIA ANN & BRANDON EMIAS
2990 GRAHAM RD N
MOBILE AL 36618

R022906400010338.000
GOVERNMENT STREET HOLDINGS LLC
34 S LAFAYETTE ST
MOBILE AL 36604

R022906390003046.000
DAFFIN GARY K
3611 WASHINGTON ST UNIT B108
JAMAICA PLAIN MA 2130

R022906400010298.000
HYGIA INC
426 S CRAFT HWY
CHICKASAW AL 36611

R022906400010336.005
WILLIAMS ARTHUR GRADY & PATRICIA
430 SAINT LOUIS ST APT 113
MOBILE AL 36602

R022906400010331.000
BUTT MOAZZAM & UZMA BUTT
6605 CEDARWOOD CT
MOBILE AL 36695

R022906400010336.000
HEWES BRIAN JACOB & AMELIA RUTH
68 S FULTON ST
MOBILE AL 36606

Polysurveying and Engineering
Brett Orrell
5588 Jackson Road
Mobile, AL, 36619

R022906400010341.000
MLP PROPERTY LLC C/O MFP CAPITAL LLC
ATTN: TYLER EDWARDS & PETER VON DER
244 MADISON AVE STE 439
NEW YORK NY 10016

R022906400010330.000
BIENVILLE CONSTRUCTION SERVICES LLC
250 N JACKSON ST UNIT 2
MOBILE AL 36603

R022906390003034.000
LAW PATRICIA ANN & BRANDON EMIAS
2990 GRAHAM RD N
MOBILE AL 36618

R022906400010338.000
GOVERNMENT STREET HOLDINGS LLC
34 S LAFAYETTE ST
MOBILE AL 36604

R022906390003046.000
DAFFIN GARY K
3611 WASHINGTON ST UNIT B108
JAMAICA PLAIN MA 2130

R022906400010298.000
HYGIA INC
426 S CRAFT HWY
CHICKASAW AL 36611

R022906400010336.005
WILLIAMS ARTHUR GRADY & PATRICIA
430 SAINT LOUIS ST APT 113
MOBILE AL 36602

R022906400010331.000
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HEWES BRIAN JACOB & AMELIA RUTH
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MOBILE AL 36606

Polysurveying and Engineering
Brett Orrell
5588 Jackson Road
Mobile, AL, 36619

R022906400010341.000
MLP PROPERTY LLC C/O MFP CAPITAL LLC
ATTN: TYLER EDWARDS & PETER VON DER
244 MADISON AVE STE 439
NEW YORK NY 10016

R022906400010330.000
BIENVILLE CONSTRUCTION SERVICES LLC
250 N JACKSON ST UNIT 2
MOBILE AL 36603

R022906390003034.000
LAW PATRICIA ANN & BRANDON EMIAS
2990 GRAHAM RD N
MOBILE AL 36618

R022906400010338.000
GOVERNMENT STREET HOLDINGS LLC
34 S LAFAYETTE ST
MOBILE AL 36604

R022906390003046.000
DAFFIN GARY K
3611 WASHINGTON ST UNIT B108
JAMAICA PLAIN MA 2130

R022906400010298.000
HYGIA INC
426 S CRAFT HWY
CHICKASAW AL 36611

R022906400010336.005
WILLIAMS ARTHUR GRADY & PATRICIA
430 SAINT LOUIS ST APT 113
MOBILE AL 36602

R022906400010331.000
BUTT MOAZZAM & UZMA BUTT
6605 CEDARWOOD CT
MOBILE AL 36695

R022906400010336.000
HEWES BRIAN JACOB & AMELIA RUTH
68 S FULTON ST
MOBILE AL 36606

Polysurveying and Engineering
Brett Orrell
5588 Jackson Road
Mobile, AL, 36619

R022906400010336.003
HICKS BRIAN DAVID & DAWN P HICKS
8868 DAWES LAKE RD S
MOBILE AL 36619

R022906400010329.000
GOVERNMENT STREET METHODIST
CHURCH
905 GOVERNMENT ST
MOBILE AL 36604

R022906400010333.000
KYLE MELISSA F
906 CHURCH ST
MOBILE AL 36604

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JARVIS WINSTON OLIPHANT IV
906 PALMETTO
MOBILE AL 36604

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COCKRELL LINDSEY BLAKENEY &
CHRISTOPHER LANE COCKRELL
907 CHURCH ST
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HARRIS CORY & COURTNEY HARRIS
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MANNING DONALD O
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Polysurveying and Engineering
Brett Orrell
5588 Jackson Road
Mobile, AL, 36619

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HICKS BRIAN DAVID & DAWN P HICKS
8868 DAWES LAKE RD S
MOBILE AL 36619

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GOVERNMENT STREET METHODIST
CHURCH
905 GOVERNMENT ST
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KYLE MELISSA F
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HELMSING FREDERICK G JR & GREER
MEGGINSON HELMSING
P.O. BOX 1693
POINT CLEAR AL 36564

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PLANNING AND ZONING
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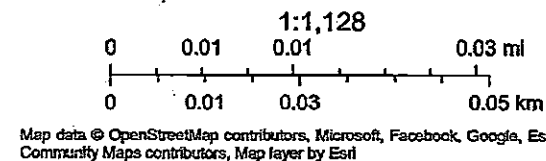
Mobile County Interactive Tax Map

PLANNING AND ZONING
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3/28/2025, 9:23:32 AM

- | | | | |
|----------------------|------------------|-------------------------|-------------------------|
| Subdivision Boundary | Sections | Parcel Dimension Leader | Subdivision Name |
| Parcels | Parcel Number | Lot Boundary | Subdivision Name Leader |
| Footprints | Parcel Dimension | Lot Number | Subdivision Block |



Mobile County Revenue Commission, BIS Consulting -
Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries.



Planning & Zoning

City of Mobile

Home

Zoning Districts

Downtown Development District

Overlays:

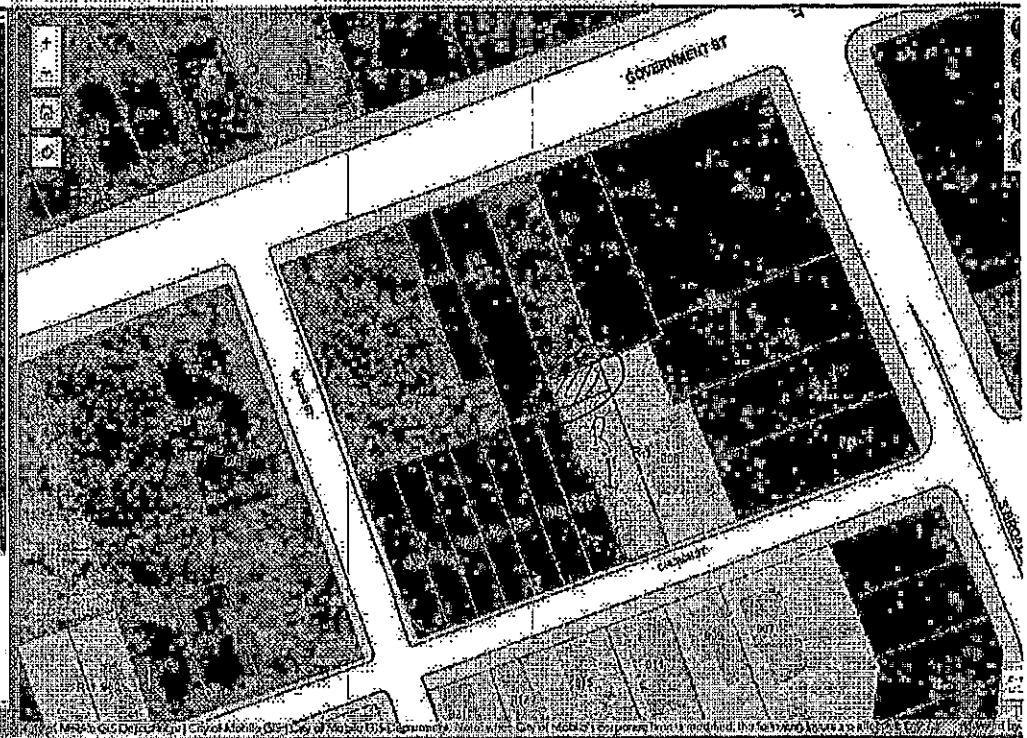
Zoning Districts - Article 2
Districts: Family (F), Medium Density (MD),
R-1, Single-Family Residential (R-2),
R-3, Residential Business (RB),
Sub-District: Rural (S), Urban (U),
Office (O)
Ordinance # 1 & 2: City of York Planning & Zoning

Overview:
 Affected by Article 11 N/A
 Sub-article N/A
 Paragraphs: Article 11, 12 N/A
 Spelling: Article 13 N/A
 Sub-headers: N/A
 Section: Foreign N/A
 History: Overview: Article 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, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 8

Map for Mobile
Future Land Use Map: Traditional London

Parcel Information
Parcel Key: 00/00180
Parcel ID: 8022904-00000004-000
Parcel Owner: MANNING DONALD O
FED GOVERNMENT
MOBILE, AL 36608

Digitized by Google

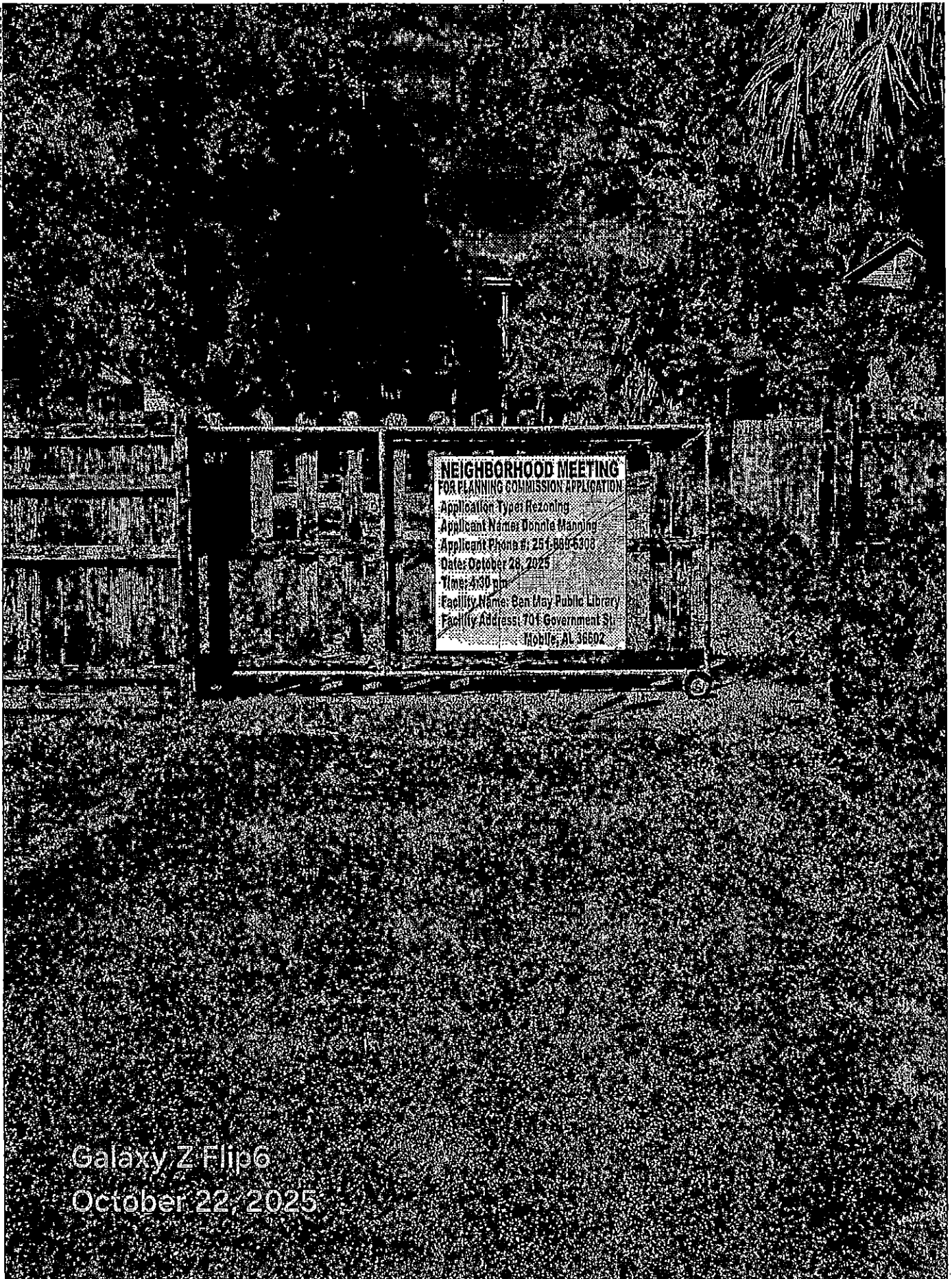


PLANNING AND ZONING
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Galaxy Z Flip6
October 22, 2025

PLANNING AND ZONING
29 OCT 2025 PM 12:18



Galaxy Z Flip6
October 22, 2025

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LOCAL 991 INTERNATIONAL
BROTHERHOOD OF TEAMSTERS
112 S BROAD ST
MOBILE AL 36602

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WESTRY ANTONIO & BRENDA
1250 BALTIMORE ST
MOBILE AL 36605

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BENNETT JAMES D & AMY K ANDREWS-
BENNETT
13817 PERDIDO KEY DR APT 804
PENSACOLA FL 32507

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MORAN MARY F & GERALD J MORAN
152 MARINE ST
MOBILE AL 36604

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YEAGER GREGORY M & JEAN ELLEN TYNES
153 MARINE ST
MOBILE AL 36604

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STEEG CHARLES A
155 MARINE ST
MOBILE AL 36604

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ORIGINAL DRAGONS INC
156 S BROAD ST
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WESTRY ANTONIO & BRENDA WESTRY
166 S BROAD ST
MOBILE AL 36603

R022906400010306.000
DEVIN D NOBLES LLC
2420 S SHELTON BEACH RD
EIGHT MILE AL 36613

Polysurveying and Engineering
Brett Orrell
5588 Jackson Road
Mobile, AL, 36619

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Brett Orrell
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Mobile, AL, 36619

R022906400010341.000
MLP PROPERTY LLC C/O MFP CAPITAL LLC
ATTN: TYLER EDWARDS & PETER VON DER
244 MADISON AVE STE 439
NEW YORK NY 10016

R022906400010330.000
BIENVILLE CONSTRUCTION SERVICES LLC
250 N JACKSON ST UNIT 2
MOBILE AL 36603

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LAW PATRICIA ANN & BRANDON EMIAS
2990 GRAHAM RD N
MOBILE AL 36618

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GOVERNMENT STREET HOLDINGS LLC
34 S LAFAYETTE ST
MOBILE AL 36604

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DAFFIN GARY K
3611 WASHINGTON ST UNIT B108
JAMAICA PLAIN MA 2130

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HYGIA INC
426 S CRAFT HWY
CHICKASAW AL 36611

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WILLIAMS ARTHUR GRADY & PATRICIA
430 SAINT LOUIS ST APT 113
MOBILE AL 36602

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BUTT MOAZZAM & UZMA BUTT
6605 CEDARWOOD CT
MOBILE AL 36695

R022906400010336.000
HEWES BRIAN JACOB & AMELIA RUTH
68 S FULTON ST
MOBILE AL 36606

Polysurveying and Engineering
Brett Orrell
5588 Jackson Road
Mobile, AL, 36619

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MLP PROPERTY LLC C/O MFP CAPITAL LLC
ATTN: TYLER EDWARDS & PETER VON DER
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NEW YORK NY 10016

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907 GOVERNMENT ST
MOBILE AL 36604

R022906400010340.000
HARRIS CORY & COURTNEY HARRIS
907 GOVERNMENT ST
MOBILE AL 36604

R022906390003041.000
HIBBERTS ADAM CHRISTOPHER & MARY
908 PALMETTO ST
MOBILE AL 36604

R022906390003041.000
HIBBERTS ADAM CHRISTOPHER & MARY
908 PALMETTO ST
MOBILE AL 36604

R022906390003041.000
HIBBERTS ADAM CHRISTOPHER & MARY
908 PALMETTO ST
MOBILE AL 36604

R022906390003050.000
TOMLEY DAVID & PATRICIA A TOMLEY
909 CHURCH ST
MOBILE AL 36604

R022906390003050.000
TOMLEY DAVID & PATRICIA A TOMLEY
909 CHURCH ST
MOBILE AL 36604

R022906390003050.000
TOMLEY DAVID & PATRICIA A TOMLEY
909 CHURCH ST
MOBILE AL 36604

R022906400010334.000
MANNING DONALD O
909 GOVERNMENT ST
MOBILE AL 36604

R022906400010334.000
MANNING DONALD O
909 GOVERNMENT ST
MOBILE AL 36604

R022906400010334.000
MANNING DONALD O
909 GOVERNMENT ST
MOBILE AL 36604

Polysurveying and Engineering
Brett Orrell
5588 Jackson Road
Mobile, AL, 36619

Polysurveying and Engineering
Brett Orrell
5588 Jackson Road
Mobile, AL, 36619

Polysurveying and Engineering
Brett Orrell
5588 Jackson Road
Mobile, AL, 36619

R022906400010302.000
ISBELL ROY B & DEBRA A
910 GOVERNEMNT ST
MOBILE AL 36604

R022906400010302.000
ISBELL ROY B & DEBRA A
910 GOVERNEMNT ST
MOBILE AL 36604

R022906400010302.000
ISBELL ROY B & DEBRA A
910 GOVERNEMNT ST
MOBILE AL 36604

R022906390003049.000
HARTMANN DEAN J
911 CHURCH ST
MOBILE AL 36604

R022906390003049.000
HARTMANN DEAN J
911 CHURCH ST
MOBILE AL 36604

R022906390003049.000
HARTMANN DEAN J
911 CHURCH ST
MOBILE AL 36604

R022906390003043.000
GORDON GREGORY L & LEDA GORDON
912 PALMETTO ST
MOBILE AL 36604

R022906390003043.000
GORDON GREGORY L & LEDA GORDON
912 PALMETTO ST
MOBILE AL 36604

R022906390003043.000
GORDON GREGORY L & LEDA GORDON
912 PALMETTO ST
MOBILE AL 36604

R022906390003048.000
COPELAND GINGER FAYE
915 CHURCH ST
MOBILE AL 36604

R022906390003048.000
COPELAND GINGER FAYE
915 CHURCH ST
MOBILE AL 36604

R022906390003048.000
COPELAND GINGER FAYE
915 CHURCH ST
MOBILE AL 36604

R022906390003047.000
ETHERTON ELIZABETH
917 CHURCH ST
MOBILE AL 36604

R022906390003047.000
ETHERTON ELIZABETH
917 CHURCH ST
MOBILE AL 36604

R022906390003047.000
ETHERTON ELIZABETH
917 CHURCH ST
MOBILE AL 36604

R022906400010304.000
LAURENCE AMANDA S & LAURENCE
WILLIAM H
918 GOVERNMENT ST
MOBILE AL 36604

R022906400010304.000
LAURENCE AMANDA S & LAURENCE
WILLIAM H
918 GOVERNMENT ST
MOBILE AL 36604

R022906400010304.000
LAURENCE AMANDA S & LAURENCE
WILLIAM H
918 GOVERNMENT ST
MOBILE AL 36604

R022906400010305.000
HELMER CLYDE ARTHUR & SARAH
950 GOVERNMENT ST
MOBILE AL 36604

R022906400010305.000
HELMER CLYDE ARTHUR & SARAH
950 GOVERNMENT ST
MOBILE AL 36604

R022906400010305.000
HELMER CLYDE ARTHUR & SARAH
950 GOVERNMENT ST
MOBILE AL 36604

R022906390003056.000
SMITH AMY CHRISTINE & SANDRA SMITH
955 CHURCH ST
MOBILE AL 36604

R022906390003056.000
SMITH AMY CHRISTINE & SANDRA SMITH
955 CHURCH ST
MOBILE AL 36604

R022906390003056.000
SMITH AMY CHRISTINE & SANDRA SMITH
955 CHURCH ST
MOBILE AL 36604

R022906400010336.002
HELMSING FREDERICK G JR & GREER
MEGGINSON HELMSING
P.O. BOX 1693
POINT CLEAR AL 36564

R022906400010336.002
HELMSING FREDERICK G JR & GREER
MEGGINSON HELMSING
P.O. BOX 1693
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Mobile, AL, 36619

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Polysurveying and Engineering
Brett Orrell
5588 Jackson Road
Mobile, AL, 36619

R022906400010336.007
DE TONTI PLACE LLC
PO BOX 1224
FAIRHOPE AL 36533

R022906400010336.007
DE TONTI PLACE LLC
PO BOX 1224
FAIRHOPE AL 36533

R022906400010336.007
DE TONTI PLACE LLC
PO BOX 1224
FAIRHOPE AL 36533

R022906400010336.001
OAKLEIGH DEVELOPMENT PARTNERS LLC
PO BOX 1224
FAIRHOPE AL 36533

R022906400010336.001
OAKLEIGH DEVELOPMENT PARTNERS LLC
PO BOX 1224
FAIRHOPE AL 36533

R022906400010336.001
OAKLEIGH DEVELOPMENT PARTNERS LLC
PO BOX 1224
FAIRHOPE AL 36533

R022906400010337.000
MCDONALD DAVID A
PO BOX 832
MOBILE AL 36601

R022906400010337.000
MCDONALD DAVID A
PO BOX 832
MOBILE AL 36601

R022906400010337.000
MCDONALD DAVID A
PO BOX 832
MOBILE AL 36601

Polysurveying and Engineering
Brett Orrell
5588 Jackson Road
Mobile, AL, 36619

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Mobile, AL, 36619

Polysurveying and Engineering
Brett Orrell
5588 Jackson Road
Mobile, AL, 36619



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:	DONALD MANNING	POLYSURVEYING
Firm:		
Phone:		
Email:		
Address:		

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	Owner	Design Professional
Name:	SAME AS APPLICANT	
Firm:		
Phone:		
Email:		
Address:		

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.
909 GOVERNMENT ST **0.39**

Property Address Property Area (acres or square feet)
R022906400010334.000

Parcel Number(s) or Key Number(s) **RB**
R1 AND RB 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

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.

J. Brett Orrell

Digitally signed by J. Brett Orrell
Date: 2025.10.17 13:06:02
05'00'

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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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](#).

The property currently consists of two lots that would result in a split zoning of R-1 and R-B. To maintain consistency and compatibility with surrounding residential development, we are requesting to rezone the property entirely front lot to R-B and leaving the back as R1. This change supports the plan's vision for stable, single-family residential neighborhoods and avoids creating a nonconforming or inconsistent land use pattern.

Future Land Use Map (FLUM) Designation

RB

Requested Zoning

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

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

Rezoning the lot entirely front lot to RB avoids split zoning, reduces potential land use conflicts, and supports orderly, single-family residential development and Residential businesses. This consistency helps maintain neighborhood character, supports property values, and fosters a safe and stable environment for residents.

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

The proposed rezoning is necessary and desirable due to the recent subdivision of the property into two lots, which would result in a split zoning designation of R-1 and R-B. This split creates inconsistencies with the surrounding single-family residential neighborhood and may complicate development. Rezoning the property entirely to RB reflects current and anticipated residential development patterns, ensures consistency with neighboring properties, and supports orderly, compatible land use.

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Revised March 2025

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 property is surrounded primarily by single-family residential homes and residential businesses consistent with R-1 and RB zoning

2. Describe the surrounding land uses.

The property is surrounded primarily by single-family residential homes and residential businesses consistent with R-1 and RB zoning

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

none

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

none

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.

By rezoning the entire front lot to RB, the proposal ensures compatibility with surrounding single-family homes and Residential business maintains neighborhood character, and supports stable property values. This change benefits the community by fostering a safe, cohesive, and well-planned residential environment, aligning with the City's Comprehensive Plan and long-term vision for sustainable, predictable land use.

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

previously submitted subbdivision SUB-003394-2025

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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.

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.

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 March 2025

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?

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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Revised March 2025



Agenda Item # 12

SUB-003394-2025 & ZON-UDC-003511-2025

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:

909 Government Street

Subdivision Name:

Donnie Manning Subdivision

Applicant / Agent:

Donald Manning

Property Owners:

Donald Manning

Current Zoning:

R-1, Single-Family Residential Urban District &
R-B, Residential Business District

Proposed Zoning:

R-B, Residential Business District

Future Land Use:

Traditional Corridor

Applicable Codes, Policies, and Plans:

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

Proposal:

- Subdivision approval to create two (2) legal lots of record.
- Rezoning from R-1 & R-B to R-B.
 - Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

Commission Considerations:

1. Subdivision proposal with eight (8) conditions; and
2. Rezoning with one (1) condition.

Report Contents:

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Staff Comments	3
Commission Considerations	7
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PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential and commercial units.

APPLICATION NUMBER	12	DATE	November 20, 2025	 NTS
APPLICANT	Donnie Manning Subdivision			
REQUEST	Subdivision, Rezoning from R-1 to R-B			

SITE HISTORY

The site consists of a single tax parcel that is split-zoned R-1, Single-Family Residential Urban District, and R-B, Residential Business District. The property was annexed into the City of Mobile in 1814, and according to current Revenue Commission records, the northern portion was developed with a dwelling in 1872.

The property was later divided into two parcels from what was identified as *Square 69* of the Gordon Division of the Favre Tract Subdivision, the plat for which was recorded in a Deed Book in the Mobile County Probate Court in April 1875. Both parcels were identified as residential on the 1934 Land Use Map.

With the adoption of the 1951 Zoning Ordinance, the north parcel was assigned a C-3, Central Business District classification, while the south parcel received an R-3, Multiple-Family Residence District classification. With the adoption of the 1967 Zoning Ordinance, the north parcel was rezoned to B-4, General Business District, and the south parcel retained its R-3 classification.

Subsequent zoning changes were adopted through area-specific studies:

- On October 9, 1984, the City Council rezoned the north parcel from B-4 to R-B, Residential Business District, as part of the *Government Street Zoning Study*.
- On July 21, 1992, the south parcel was rezoned from R-3 to R-1, Single-Family Residential District, as part of the *Oakleigh Garden District Zoning Study*.

Both parcels, now under single ownership and combined into one tax parcel with a single metes-and-bounds legal description, have retained these zoning classifications through the 2023 adoption of the Unified Development Code (UDC).

The Board of Zoning Adjustment (BOA) has considered two prior applications for the site:

- In October 1996, the BOA approved a Use Variance to allow use of the south portion of the property as a parking lot in the R-1 district, to serve an adjacent office.
- In February 1997, the BOA approved a Use Variance to allow access to an attorney's office located within the R-B portion of the property via the R-1 portion.

No additional Planning Commission or Board of Zoning Adjustment cases are associated with the 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. Provide a written description for the proposed subdivision boundary.
- C. Show and label all flood zones. New maps went into effect on June 5, 2020.
- D. Show and label the MFFE (Minimum Finished Floor Elevation) on each lot that contains an A, AE, or X (shaded) flood zone designation.

- E. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo LOTS 1 and 2 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – 3,000 and LOT 2 – NONE. The two lots will share the 4,000 SF credit provided to the original lot as follows: LOT 1 – 2,000 SF, LOT 2 – 2,000 SF. Stormwater detention will be required for any additional impervious area on LOT 1 over the 5,000 SF; and stormwater detention will be required for any additional impervious area on LOT 2 over the 2,000 SF.
- F. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control; the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
- G. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit.
- H. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.
- I. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.
- J. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
- K. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Rezoning:

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

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

All projects 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 two (2) legal lots of record from one (1) metes-and-bounds parcel. The site is currently served by public water and sanitary sewer.

Proposed Lot 1 will have frontage along Government Street, a Principal Arterial Street requiring a 100-foot-wide right-of-way at this location. Proposed Lot 2 will front Church Street, a minor street with curb and gutter improvements requiring a 50-foot-wide right-of-way. The preliminary plat depicts sufficient right-of-way widths along both streets; therefore, no additional dedication is required.

As proposed, both lots exceed the minimum area requirements for parcels served by public water and sanitary sewer in both the existing and proposed zoning districts. Lot areas are labeled 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, or provided in a table containing the same information.

Neither proposed lot meets the minimum 60-foot width requirement for commercial lots per Section 6.C.2(b)(4) of the Subdivision Regulations. However, the property appears to have existed in its current configuration prior to adoption of current standards, and similarly configured lots are common in the surrounding area. Therefore, a waiver of Section 6.C.2(b)(4) may be appropriate.

A 25-foot front yard setback is illustrated along both Government Street and Church Street; however, only a five (5)-foot front yard setback is required under the existing and proposed zoning districts. Accordingly, if approved, the Final Plat should reflect a minimum five (5)-foot front yard setback along each street frontage, in compliance with Article 2 of the Unified Development Code (UDC) and Section 6.C.8. of the Subdivision Regulations.

If approved, the subdivision will result in proposed Lot 1 being split-zoned R-1 and R-B. Therefore, approval of the Subdivision request will be contingent upon approval of the associated Rezoning application.

Rezoning

As previously noted, approval of the subdivision request would result in proposed Lot 1 being split-zoned R-1 and R-B. The applicant's justification for the rezoning request can be viewed via the link provided on Page 1 of this report.

The site is bordered to the north, east, and west by R-B-zoned properties that are developed with a mix of residential and office uses. The property to the southeast is zoned R-1 and developed with a single-family dwelling.

The site plan submitted with the rezoning application depicts the existing structure on proposed Lot 1, labeled for use as a dwelling, along with a paved parking area on proposed Lot 2. No future development plans were submitted with this request. It should be noted that any future development or redevelopment of the properties may be subject to full compliance with all applicable requirements of the Unified Development Code (UDC).

The site is located within the Oakleigh Garden District Historic Overlay; thus any future development or redevelopment may also require review and approval by the Architectural Review Board.

The Unified Development Code (UDC) and corresponding zoning map are based on long-range comprehensive planning studies intended to promote orderly and desirable development. Unsubstantiated or inconsistent amendments to the UDC may undermine this purpose. Therefore, rezoning requests are evaluated according to the following criteria:

- Consistency with the Comprehensive Plan
- Existence of a mistake or error in the original zoning map
- Compatibility with the surrounding neighborhood
- Promotion of public health, safety, and welfare
- Capacity of infrastructure to support the proposed zoning
- Presence of changed or changing conditions justifying the amendment

In this case, the proposed subdivision may warrant reclassification to eliminate split zoning. If approved, the rezoning process should be completed prior to signing the Final Plat for the subdivision.

SUBDIVISION CONSIDERATIONS

Standards of Review:

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

Considerations:

If the Planning Commission considers approving the Subdivision request, a waiver of Section 6.C.2(b)(4) will be required (for lot width) and the following conditions could apply:

1. Retention of the right-of-way widths of Government Street (100 feet) and Church Street (50 feet) on the Final Plat;
2. Retention of the lot size labels in square feet and acres on the Final Plat, or provision of a table on the Final Plat with the same information, in compliance with Section 5.A.2(e)(4) of the Subdivision Regulations;
3. Retention of at least a five (5)-foot minimum front yard setback line along both street frontages;
4. Completion of the Rezoning process to eliminate the potential for split-zoning prior to signing the Final Plat;
5. Compliance with all Engineering comments noted in this staff report;
6. Compliance with all Traffic Engineering comments noted in this staff report;
7. Compliance with all Urban Forestry comments noted in this staff report; and,
8. Compliance with all Fire Department comments noted in this staff report.

REZONING CONSIDERATIONS

Standards of Review:

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

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

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

- A) Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;
- B) Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and
- C) Compatibility. Whether the proposed amendment is compatible with:
 - (1) The current development trends, if any, in the vicinity of the subject property;

- (2) Surrounding land uses;
- (3) Would adversely impact neighboring properties; or
- (4) Cause a loss in property values.
- D) Health, Safety and General Welfare. Whether the proposed amendment promotes the community's public health, safety, and general welfare;
- E) Capacity. Whether the infrastructure is in place to accommodate the proposed amendment; and
- F) Change. Whether changed or changing conditions in a particular area make an amendment necessary and desirable.
- G) Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

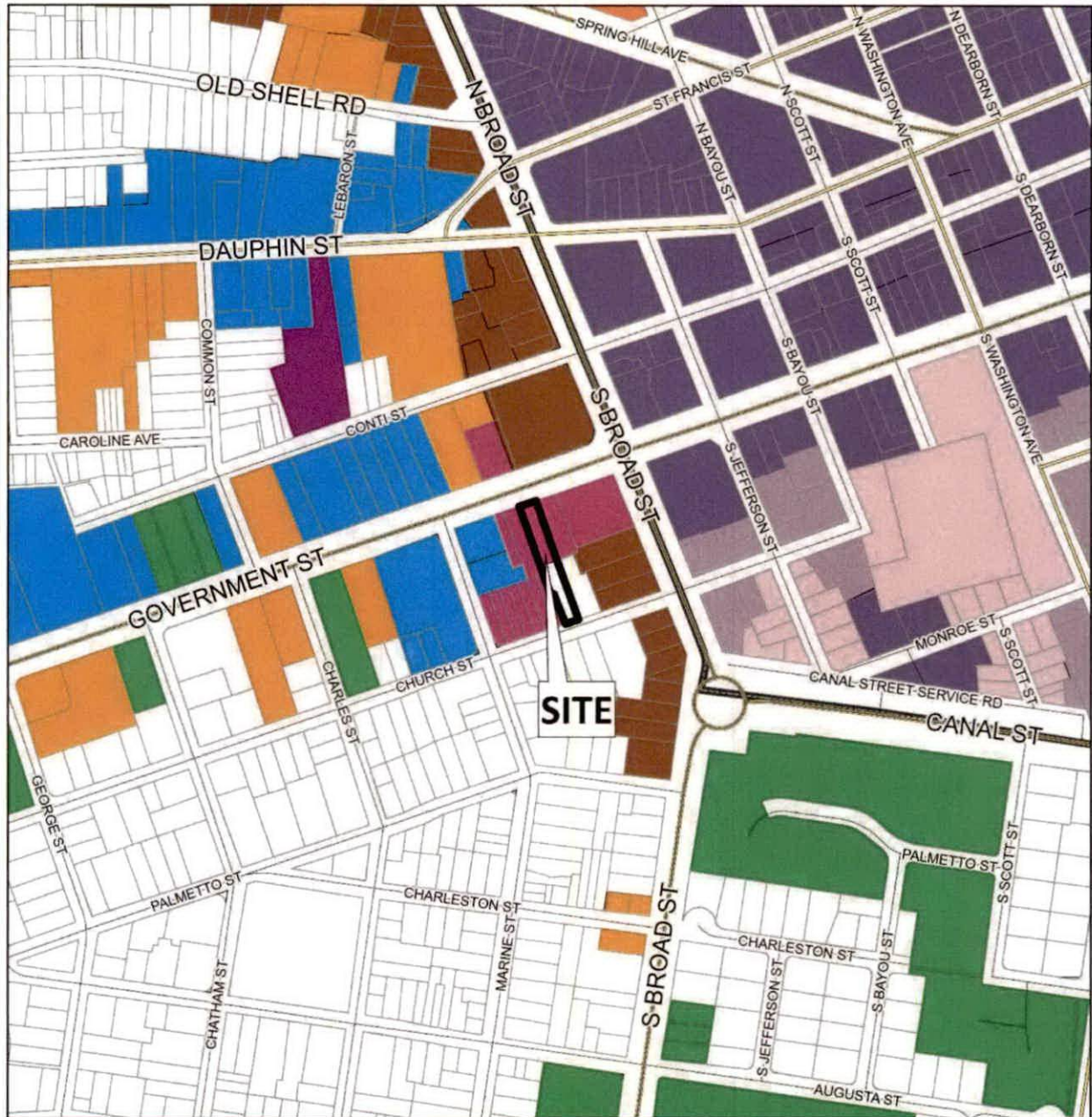
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

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

1. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



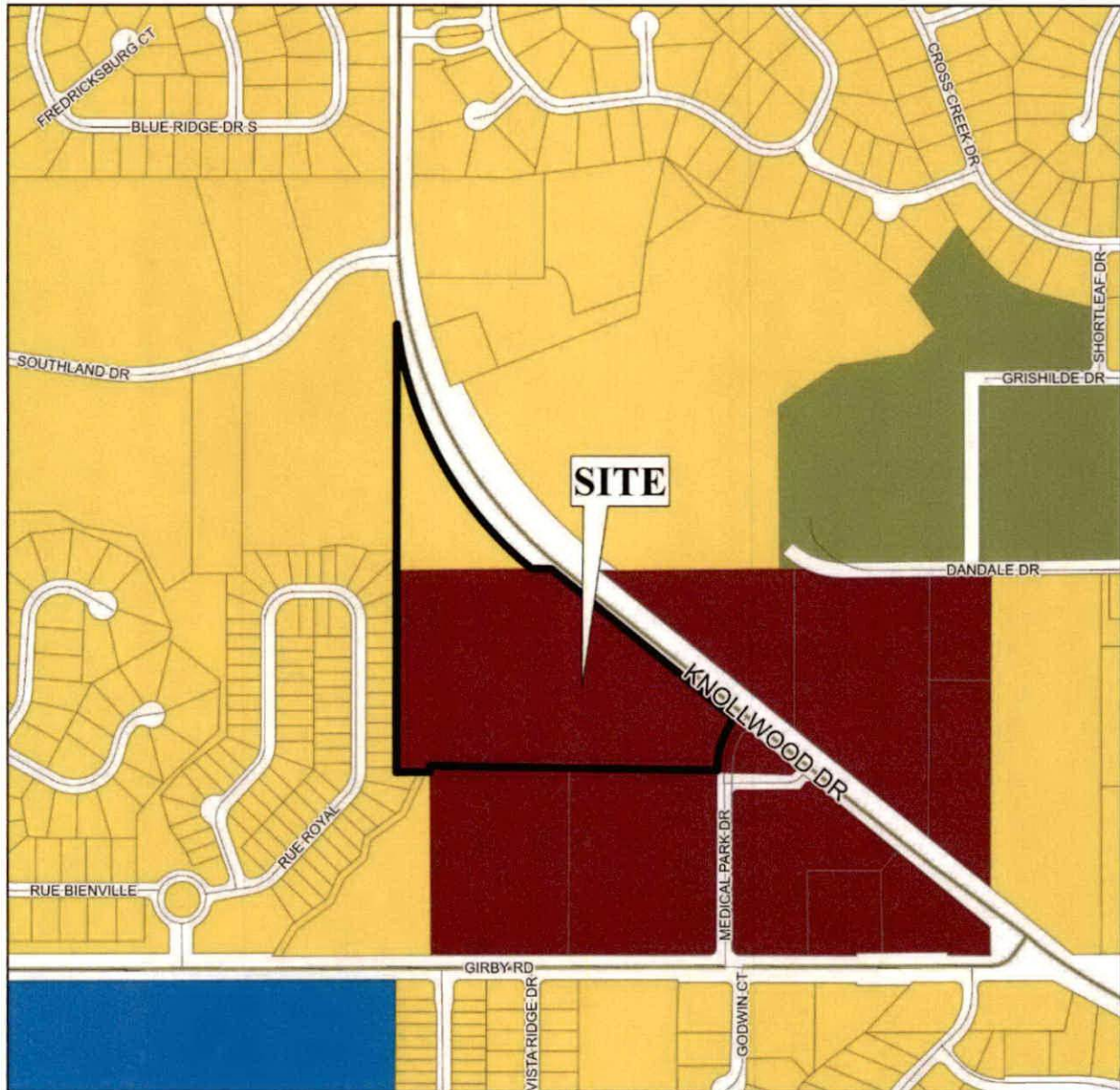
APPLICATION NUMBER 12 DATE November 20, 2025

APPLICANT Donnie Manning Subdivision

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



FLUM LOCATOR MAP



APPLICATION NUMBER 15 DATE February 20, 2025

APPLICANT The Knollwood Place, First Addition

REQUEST Subdivision, Rezoning from R-1 and B-1 to R-3

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



NTS

PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by residential and commercial units.

APPLICATION NUMBER 12 DATE November 20, 2025

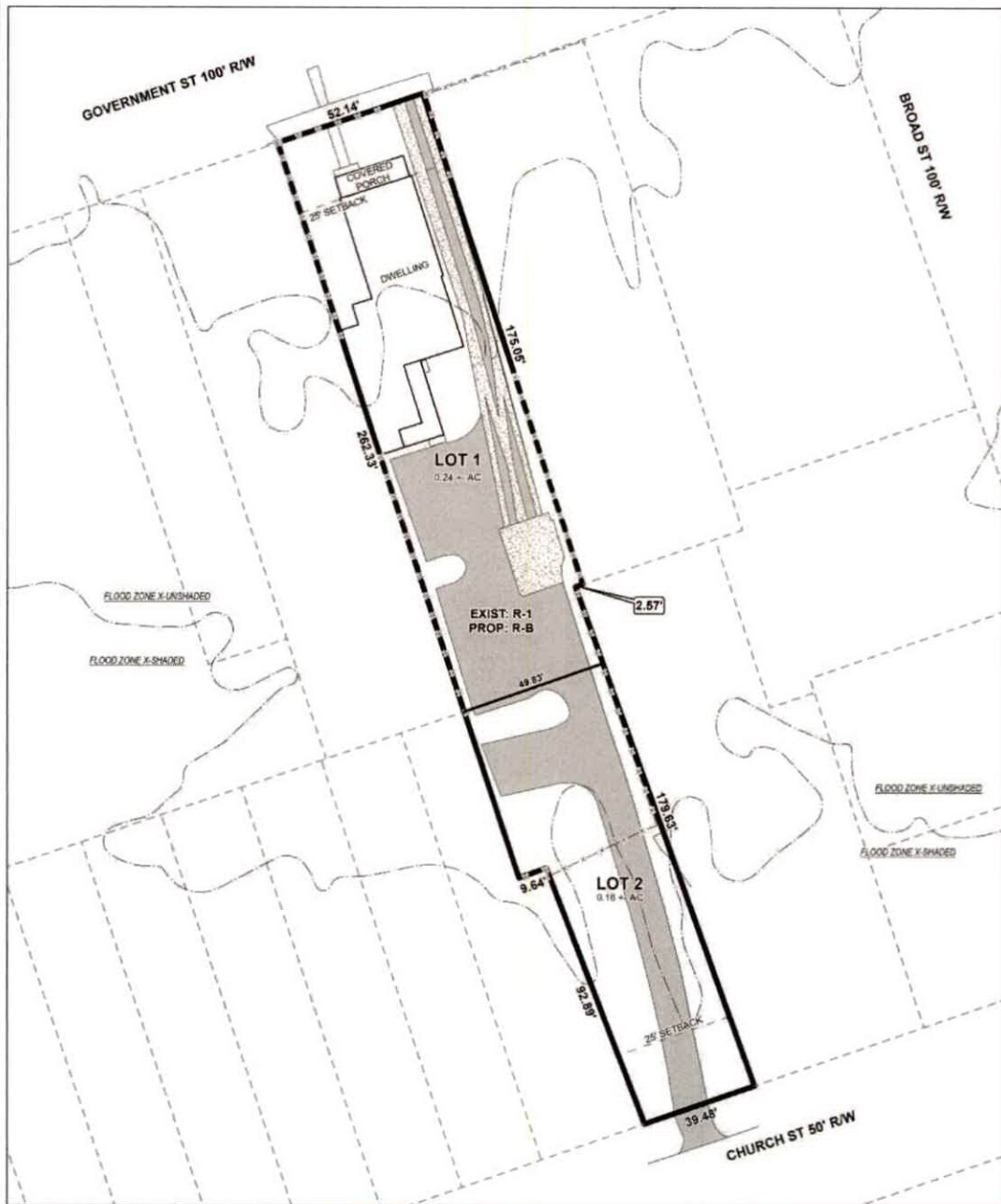
APPLICANT Donnie Manning Subdivision

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

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 existing dwellings, drives, and proposed zoning.

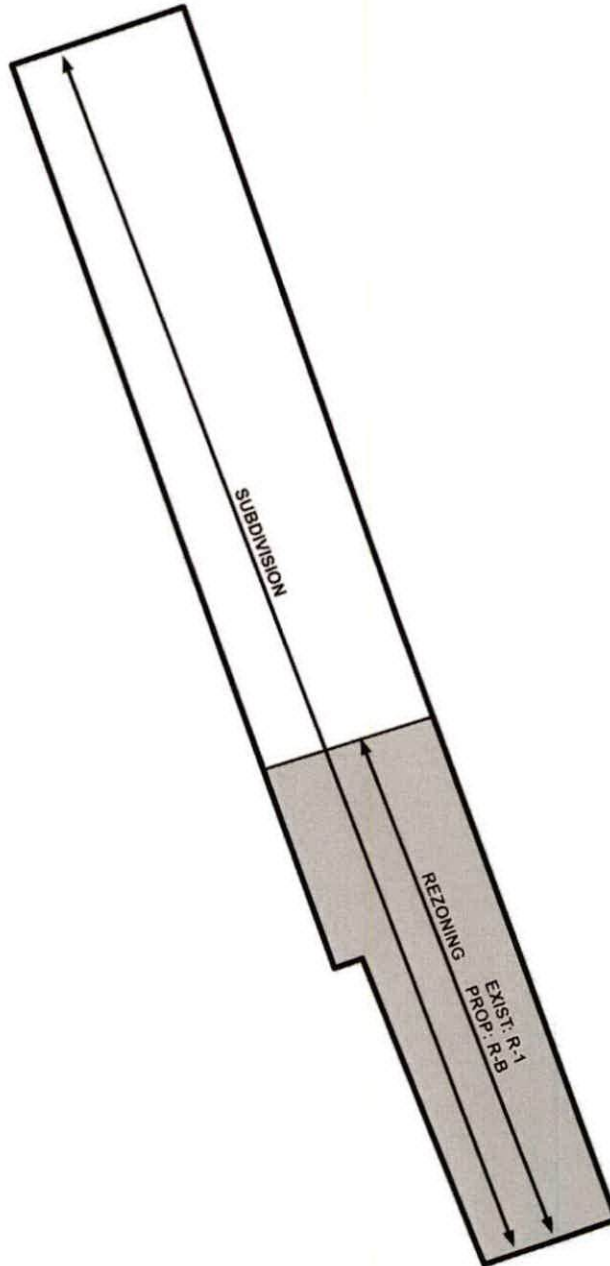
APPLICATION NUMBER 12 DATE November 20, 2025

APPLICANT Donnie Manning Subdivision

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



DETAIL SITE PLAN



APPLICATION NUMBER	12	DATE	November 20, 2025
APPLICANT	Donnie Manning Subdivision		
REQUEST	Subdivision, Rezoning from R-1 to R-B		



Each future land use designation on the FLUM will have at least one corresponding zoning district, allowing a more precise application of the FLUM based on specific local conditions. In most cases, there are multiple combinations or types of zoning techniques that can accomplish the future land use designation's objectives.

The designation of an area with a FLUM land use category does not mean that the most intense zoning district consistent with that category is “automatically” assigned to a property. Instead, an area retains its existing zoning category until it is changed through a landowner-initiated rezoning application, or a rezoning that follows an area plan. This is because the FLUM is a long-term designation, while a change in zoning considers current conditions – such as market demands, availability of infrastructure, or impacts on the immediate neighborhood.

[illegible]

Mixed Use Areas: Corridors

TRADITIONAL CORRIDOR (TC)

This land use designation generally applies to transportation corridors east of I-65, which serve as the primary commercial and mixed-use gateway to Downtown and the City's traditional neighborhoods. Depending on their location, these areas incorporate a range of moderately scaled single-use commercial buildings holding retail or services; buildings that combine housing units with retail and/or office; a mix of housing types including low- or mid-rise multifamily structures, and attractive streetscapes and roadway designs that safely accommodate all types of transportation – transit, bicycling, walking, and driving.

Development Intent

- › Incorporate attractive streetscapes and roadway designs that safely accommodate all types of transportation – transit, bicycling, walking, and driving.
- › Special emphasis is placed on the retention of existing historic structures, compatible infill development, and appropriate access management.

Land use mix

Primary Uses

- › Commercial
- › Office
- › Civic
- › Residential, Multifamily

Secondary Uses

- › Residential, Attached
- › Parks

Housing mix

- › Various types ranging in density from 10 to 30 du/ac;
- › Residential units above ground-floor retail
- › Multifamily buildings (small scale)
- › Attached residential such as duplexes, multiplexes, and townhomes

Character Example

